



This is a digital copy of a book that was preserved for generations on library shelves before it was carefully scanned by Google as part of a project to make the world's books discoverable online.

It has survived long enough for the copyright to expire and the book to enter the public domain. A public domain book is one that was never subject to copyright or whose legal copyright term has expired. Whether a book is in the public domain may vary country to country. Public domain books are our gateways to the past, representing a wealth of history, culture and knowledge that's often difficult to discover.

Marks, notations and other marginalia present in the original volume will appear in this file - a reminder of this book's long journey from the publisher to a library and finally to you.

Usage guidelines

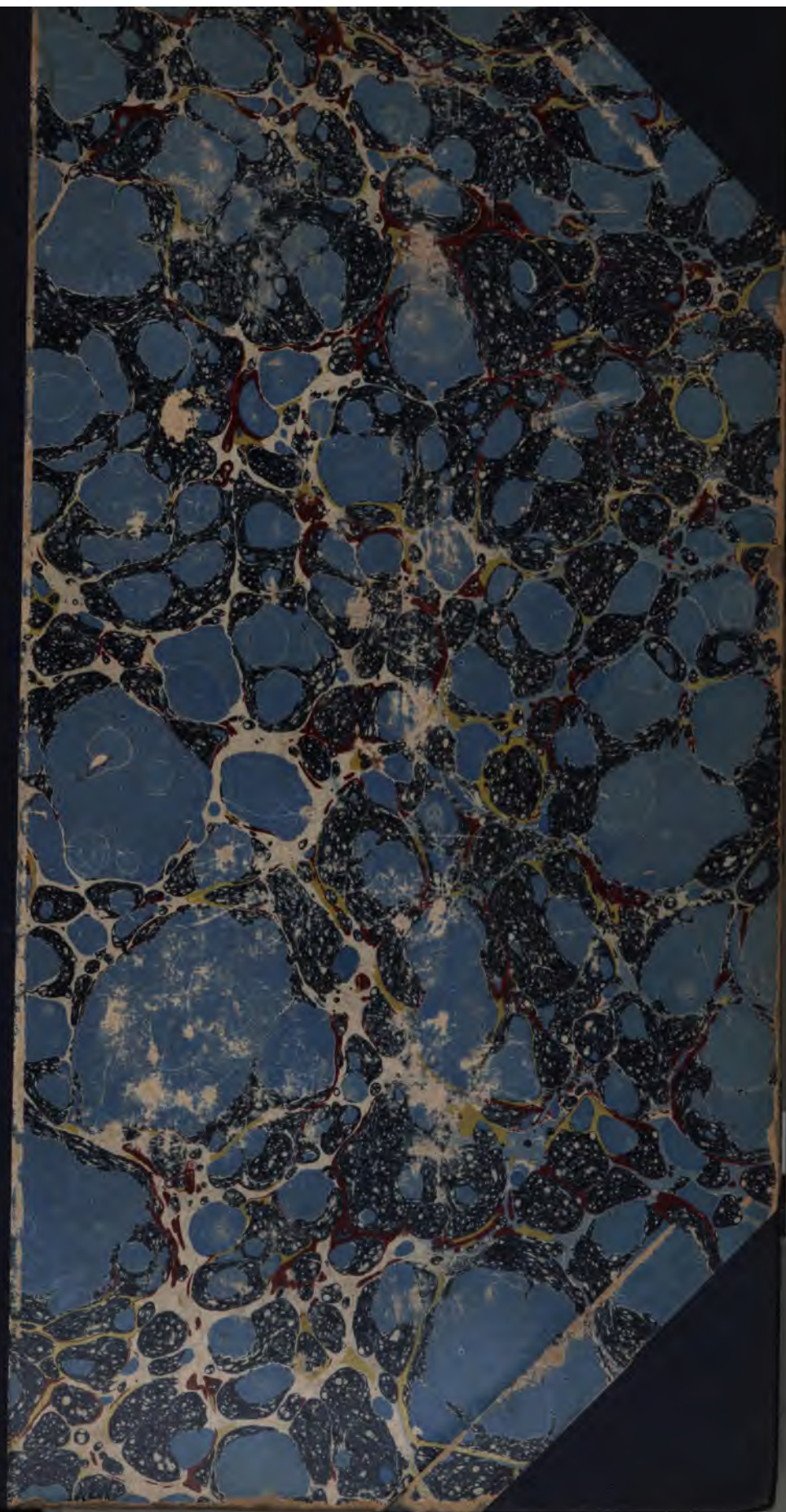
Google is proud to partner with libraries to digitize public domain materials and make them widely accessible. Public domain books belong to the public and we are merely their custodians. Nevertheless, this work is expensive, so in order to keep providing this resource, we have taken steps to prevent abuse by commercial parties, including placing technical restrictions on automated querying.

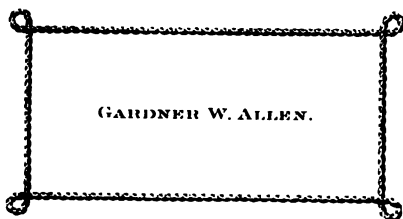
We also ask that you:

- + *Make non-commercial use of the files* We designed Google Book Search for use by individuals, and we request that you use these files for personal, non-commercial purposes.
- + *Refrain from automated querying* Do not send automated queries of any sort to Google's system: If you are conducting research on machine translation, optical character recognition or other areas where access to a large amount of text is helpful, please contact us. We encourage the use of public domain materials for these purposes and may be able to help.
- + *Maintain attribution* The Google "watermark" you see on each file is essential for informing people about this project and helping them find additional materials through Google Book Search. Please do not remove it.
- + *Keep it legal* Whatever your use, remember that you are responsible for ensuring that what you are doing is legal. Do not assume that just because we believe a book is in the public domain for users in the United States, that the work is also in the public domain for users in other countries. Whether a book is still in copyright varies from country to country, and we can't offer guidance on whether any specific use of any specific book is allowed. Please do not assume that a book's appearance in Google Book Search means it can be used in any manner anywhere in the world. Copyright infringement liability can be quite severe.

About Google Book Search

Google's mission is to organize the world's information and to make it universally accessible and useful. Google Book Search helps readers discover the world's books while helping authors and publishers reach new audiences. You can search through the full text of this book on the web at <http://books.google.com/>





U S 13567.4.2

HARVARD COLLEGE
LIBRARY



COLLECTION ON THE HISTORY OF
THE UNITED STATES NAVY

GIFT OF
GARDNER WELD ALLEN
(CLASS OF 1877)
OF BOSTON

OCTOBER 22, 1915

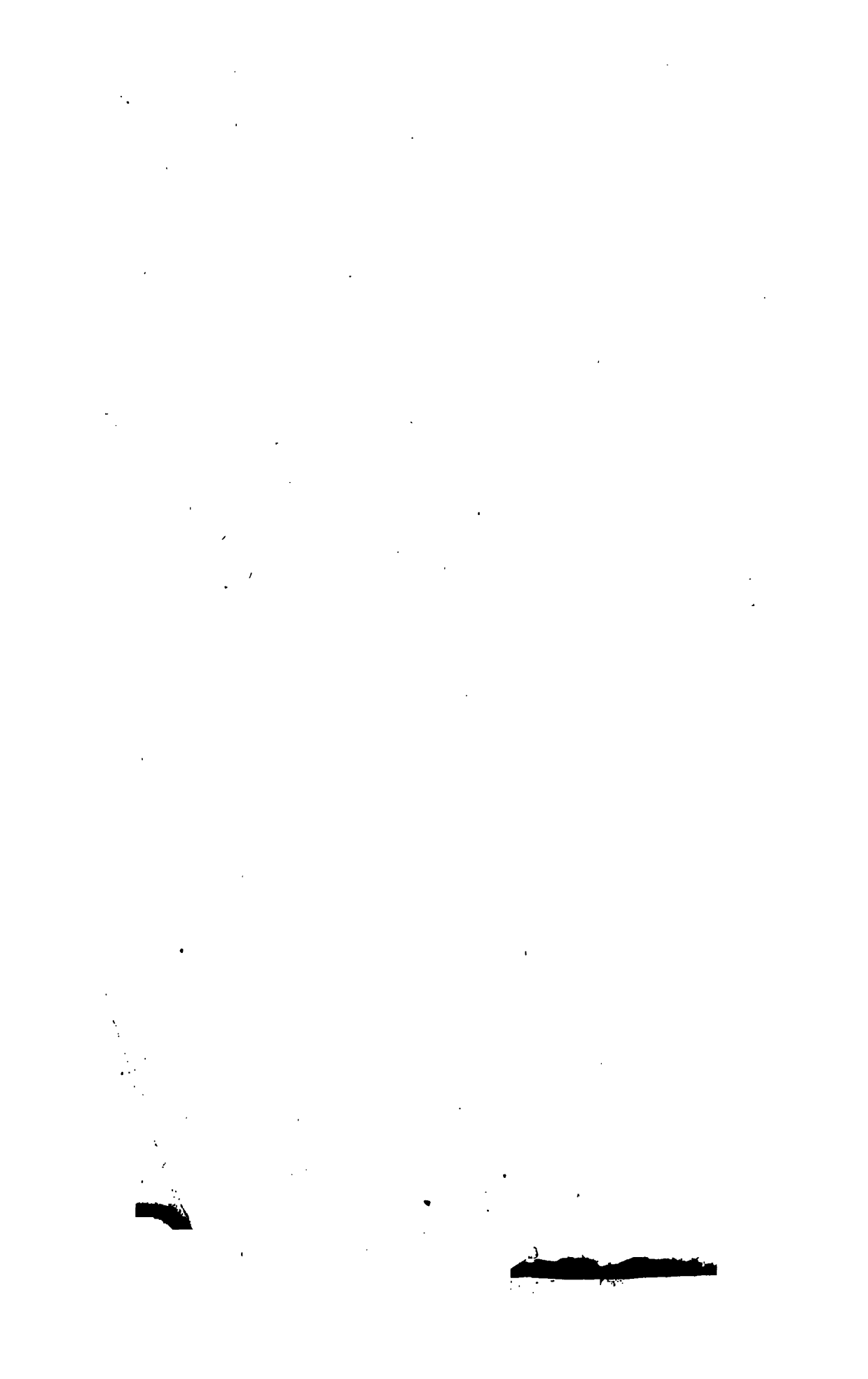






Amos Binney.

Laid on table by Hon. W^m Lloyd.
Jan 24. 1826.



Rec^d from W. Binney by his clerk
Mar 3. 1825

Bank U. S. per purchase. sales at 50/100
adv.

Mississippi Stock 30.40.50 purchase
sales at 96.

Lachumere, Print — lots at 1 Cent a/rod
sales at 10

Brick yards purchase at 500 Ds
from 50 to 600 Ds a year

was 3 or 4 of them —

DOCUMENTS

RELATIVE TO

THE INVESTIGATION,

By Order of the Secretary of the Navy,

OF THE

OFFICIAL CONDUCT

OF

AMOS BINNEY,

UNITED STATES NAVY AGENT AT BOSTON,

UPON THE CHARGES MADE BY

LIEUTENANT JOEL ABBOT

AND OTHERS.

Published by the Accused.

BOSTON:

PRINTED BY PHELPS AND FARNHAM, NO. 5, COURT STREET.

.....
1822.

4424.61

HARVARD COLLEGE LIBRARY

GIFT OF
GARDNER WELD ALLEN
JAN 22, 1915.

US13567.4.2

ADVERTISEMENT.

MR. BINNEY, the Navy Agent for the Port of Boston, having, some time since, promised to lay before his fellow citizens all the documents relative to the late inquiry into his official conduct, so soon as he could obtain authentic copies thereof,—is at length enabled to fulfil that promise.

In ordinary cases, an acquittal by a competent tribunal, appointed by the laws to try and decide the case, is considered a sufficient proof of innocence : and it is unusual for a person thus acquitted to feel a necessity of publishing to the world the evidence on which that acquittal was founded. Such, however, are the circumstances in which the Navy Agent has been placed, in consequence of unfair and improper excitements, that he now, in justice to himself and to the Government, submits to the examination of the public all the testimony against him, the result of *three months'* investigation, during which time the Court of Commissioners were in session nearly sixty days.

Together with this mass of testimony on the part of the accusation, he offers such *documentary* evidence as he has been able to adduce in his own behalf, and his own unaided and unvarnished explanations and statements of facts. Much of the testimony against him, and all that has been deemed material, was taken *ex parte* ; and thus he had not the privilege of meeting his accusers face to face, and by cross examinations eliciting the *whole truth*, and in some degree the feelings and intentions, the prejudices and partialities of the witnesses. Nevertheless, under this important disadvantage, and amidst the most unreasonable and unfounded

clamours against him, he has received from all the Commissioners—what his conscience always assured him he was entitled to—an unqualified judgment of acquittal.

He offers the reader no laboured introduction to this publication ; but spreads before him facts ; and by these facts he is willing that his motives and conduct should be tested. All he claims from the public is an attentive, dispassionate and candid consideration of the evidence in the case, according to those wise and just rules, by which evidence should always be weighed. With this he confidently trusts that the result will be the same in the public mind, as it has been in the minds of all the Commissioners, who conducted the investigation—a full and sincere belief of his innocence of all the accusations which have been so zealously preferred, and so ardently pressed against him.

Boston, September 7, 1822.

☞ A reference to the date of the last official document will shew, that there has been no unnecessary delay in the publication of these papers.

DOCUMENTS, &c.

Letter from Lieut. Abbot to the Secretary of the Navy.

U. S. Schooner Alligator, Oct. 4, 1821.

SIR,

FROM various circumstances, the inference is so apparent to my mind, that the copper deposited at the Navy Yard, Charlestown, if carefully examined and surveyed, might so fall short of the proper quantity, that I feel it a duty to make this communication.

I have the honour to be,

With the highest respect,

Your most obedient servant,

(Signed)

JOEL ABBOT.

Hon. SMITH THOMPSON, }
Secretary of the Navy. }

The Secretary's Answer.

Navy Department, Nov. 12, 1821.

SIR,

YOUR letter, dated the 4th ultimo, stating your apprehensions "that the copper deposited at the Navy Yard, Charlestown, if carefully examined and surveyed, would fall short of the proper quantity," was duly received, and the subject considered.

Be pleased to communicate to me, more explicitly, the circumstances which excited your suspicion, stating in detail whatever information may be in your possession on this subject, in order that I may be the better enabled to direct my inquiries in relation to the matter.

I am, respectfully, &c.

(Signed)

SMITH THOMPSON.

Lieut. JOEL ABBOT, U. S. }
Schooner Alligator. }

Lieut. Abbot to the Secretary of the Navy.

Boston, January 11, 1822.

SIR,

IN making this report of the copper, it is impossible to convey my impression of things without alluding to other subjects. The fact is, there has been a chain of proceedings, more or less intricate, by a variety of individuals, which altogether have occasioned me to think a great deal upon the matter of this communication. And even with all the pains I am able to take, it is impossible for me by writing to convey any thing like a full representation of things. I hope, therefore, you will indulge me by telling my story in my own way, and if there are any general expressions which you think ought to be confirmed by facts, on intimation of your wish, I think there will be no difficulty of supplying them, of a nature to satisfy any reasonable mind. I have carefully abstained from any general expressions, which I do not feel authorized by facts to make. The reasons that induced me to suppose there might, on careful examination, be a deficiency in the weight of copper, are—

1st. The rumours, which have been current for several years at the Navy Yard, that all was not right with regard to the copper. How these rumours originated, or when, I am not able to trace, but remember hearing them when I first came upon the station.

2d. Mr. Fosdick, who has been suspected by the officers of the yard for several years of dishonest conduct, appears to have had much to do with the copper; and the great wealth which in four or five years he accumulated, is not yet satisfactorily accounted for. I understand Capt. Hull attached property of his to the amount of 90,000 dollars, and I am not certain this was *all* his property;—and he was liberated upon refunding 58,000 dollars. He appears to have had it in his power to have defrauded the public of large sums of money in managing the copper concerns, and I believe he was determined not to do things by halves.

3d. I have heard that copper has been seen in Boston with the Navy Yard mark, and that the necessary means have not been taken to recover it.

4th. Proper surveys have not, for several years, been held upon the copper, although included in the orders for annual surveys from Washington; and an exact account of every other article has been taken, such as weighing of the iron, &c. but the copper has not been surveyed, although returns have been made of it. It appeared to me to be intended that this article should escape too minute an examination.

I have thus given some of the principal reasons which led me to suspect an improper management of the copper. For three or four years before Mr. Fosdick left the Navy Yard, he was suspected by the officers attached to it of dishonesty. He was poor when

he joined it in 1814 or 15, and was glad to come on a salary of 400 dollars. For three or four years before he left, it was known that he lived in great extravagance, expending several thousand dollars per annum—he kept house, entertained a great deal of company. Besides his own family, it was said he maintained his parents; set up his carriage; kept two horses and a mistress: and still we heard of his wealth; his property in the stocks; his adventures to the East Indies; his speculations of various kinds, and his purchase of real estates. Curiosity was naturally excited. No honest method was seen for obtaining so much property in so short a time. It was therefore supposed he must have come by it dishonestly. The affair of the pay rolls was not come to light. I remember hearing nothing specified except the copper, and by the copper I thought it very probable he might gain at least a part of his money. With his riches, his influence at the Navy Yard with Capt. Hull and Mr. Binney seemed to increase. The more his arrogance and importance was augmented, the nearer he seemed to be allied with others, who were considered as making rapid fortunes in some *not obvious way*; and at length all their interests seemed to be identified; they seemed to understand one another, to mutually help and speak well of one another, and in short they were all equally suspected by the officers of the Navy Yard as being concerned in a game of speculation. Those who ventured to oppose, to scruple, or to reluctantly acquiesce, and even those who with more caution rendered a cheerful obedience, but were by their situation considered to be *obstacles in their way*, felt the effects of their displeasure, in their emoluments, in their feelings or in their situations. Every thing was obliged to recede before a combination of such men, with power in their hands; and every honest man in the Navy Yard was in short attacked by them. Col. Gibbs, the worthy revolutionary officer, the protégé of Washington, was traduced to the Department as unfit to perform the duties of his station; it was endeavoured to have him removed, as I believe, with the intention that Mr. Fosdick should take his place—a place where public property to a great amount was kept. This policy was not successful. The Government gratefully retained Col. Gibbs, and directed an assistant to be appointed with a salary of 600 dollars, and recommended Mr. Waldo, who had lost one leg in the service, but was in talents fully equal to Mr. Fosdick, for the situation. By artful insinuations Mr. Waldo was induced to decline the offer, very reluctantly on his part, and not without a promise of equivalent advantages, which were never fulfilled. Got into this situation, Mr. Fosdick took all the management to himself; Col. Gibbs was hardly consulted in his own office. The drudgery of the business fell on Mr. Keating, or, to use his own phrase, he did all the business and Mr. Fosdick got all the pay. In this situation he had it in his power to defraud the Government in relation to the copper, as well as other articles. Not satisfied with all the influence he now had; not satisfied with

holding three or four offices with a large honest income, and vastly larger dishonest ones, endeavours were made to obtain for him, as I understand, the pursership of the yard.

The excellent Mr. Deblois—the honest man, who was beloved and respected by every honest man in the yard—was attempted to be supplanted in favour of this man. Had this been effected, he would have had every lucrative station, and every place where property was concerned centred in himself. Who recommended him for this station, Sir, you can determine. My information is only second-handed. But, Sir, in justice to myself and one individual, who I understand was always a warm friend of Mr. F. I beg leave to remark that, except Commodore Bainbridge, of whom I entertain the most exalted sentiments, I do not believe there was another individual of the *officers* recommending Mr. F. who supposed him to be honest. Commodore Bainbridge, I believe, was circumvented and deceived in regard to him, but the others knew him better.—In the first place, Capt. Hull must have known him better, because *he had more opportunities* than any other person; every thing was conducted as it were before his eyes, and in his presence; and if I mistake not, Capt. Hull and Mr. Fosdick were connected together, in company with the petty hucksters outside of the Navy Yard gate, and in other things, in a way that must have led them to become intimately acquainted with one another.

That Mr. Binney knew of his villany, since 1816, I think admits of demonstration. In the spring of that year, Mr. Keating, of whom I have before spoken, suspected Mr. Fosdick's management with the pay rolls, and he took the necessary measures for determining it; and when he was perfectly convinced in his own mind, he became very unhappy, because he did not know how to proceed to make it known in a way to have it remedied. From the views he had of Capt. Hull and of Mr. Binney, he was apprehensive that neither of them would be inclined to cause a reform. At length, to satisfy his conscience, he made the thing known to his confessor, who advised him to lay the thing before some one high in station, who had power to apply the suitable remedy, and to mention it to no one besides. He therefore mentioned it to Mr. Binney, as the most probable person to act in the business. Mr. Binney directed him to keep a duplicate muster roll, which he did by copying the original at night. The original was delivered to Mr. F. every fortnight, who, when he had used it sufficiently, *burnt it*, that no evidence of his conduct might be found. On the 20th of April, 1819, Mr. Binney invited Mr. Keating to bring one of these duplicate muster rolls to his house. They passed a considerable part of the night comparing it with the pay roll. Mr. Binney held the pay roll in his own hand; Mr. Keating by his direction called over the muster roll containing the names of the mechanics, and the days and parts of days each had worked during the preceding fortnight. When the examination was finished, Mr. Binney observed, in a careless way, "Well, there is not much difference," and dismissed the

subject as trifling in importance ; and he never examined any more rolls. Now, Sir, this very roll must have contained a fraud, according to what I have heard, of the rolls, of 300 to 500 dollars, overcharged in one fortnight ; perhaps more, perhaps less ; you no doubt can determine by examining for yourself. Mr. Fosdick continued in the yard nearly a year after, continuing the same business, apparently in Mr. Binney's confidence and interest ; and when the report was received from the Navy Commissioners' office of the great cost of this ship in comparison with the one at Philadelphia, and when Mr. Barker, the Naval Architect, in honest boldness plumply charged the fault upon the pay roll, neither Capt. Hull nor Mr. Binney offered to ascertain the point—nor did Mr. Binney mention the duplicate muster rolls of Mr. Keating, by which the thing might be proved ; and nothing but the vigilance and honesty of Mr. Barker, with the indignation of the officers of the Navy Yard, and the impossibility of keeping the thing any longer a secret, seemed to induce him to come out with them. It was then announced that such things were in existence ; and Mr B's clerk and Capt. Hull's clerk were directed to examine them, who continued to prolong for four or five months a business that certainly, I believe, might have been done in three weeks, for which they received three hundred dollars a piece.

Thus, Sir, you see the merit of detecting this piece of villany, and saving to the country 58,000 dollars, belongs to Mr. Keating. Great as his merit may appear to you, it loses half of its importance by your not knowing the circumstances under which it was done. He suspects a fraud in a person wielding almost absolute power in the Navy Yard, enjoying the confidence of all the great and principal characters, to whom he is accustomed to look with respect and obedience—a person by whose arts the worthy Col. Gibbs is circumvented, and though not sacrificed, is injured in his character, and in his office, his feelings trespassed against, and his good name unjustly assailed. He sees others of his superior officers oppressed or wronged, and many honest men in the lower classes dismissed from the yard, with an indelible mark of infamy ; and he is himself threatened by the same powerful individual for his honest zeal and officiousness. The captors of Andre could not display more moral heroism, nor offer a more enchanting theme to the pen of genius. But, Sir, what reward has he for all this ? Nothing but the approbation of his own conscience, and the occasional praise of the few who know his entire merit.

But, Sir, the hardest part of the business is that another robs him of this very merit. A man whom there is too much reason to believe interested in the concealment, and whose efforts probably contributed to the same end, no sooner finds that the thing has got wind, than he takes all the merit to himself. I allude to the statement, which I understand Mr. Binney made to you, and if not to you, certainly to others, that he had given from his private purse, 300 dollars to Mr. Keating to keep this duplicate muster roll,

which was not true, for he did not receive the 300 dollars, until several months after Mr. Binney's visit to Washington, and then, no doubt, in consequence of the statement Mr. Binney there made. The influence of Mr. Binney in the Navy Yard is of a kind and degree, I suppose, not contemplated by the Government, inasmuch as it does not seem to comport with the public interest. I refer to the manner, in which he has been able to station his clerks and apprentices. Several years ago he established a confidential clerk in a brick store immediately at the Navy Yard gate. This person was employed by him in purchasing copper and other articles for the Navy Yard. I have heard it said, that Capt. Hull was also concerned in this store. Every thing that came from this store is said to have been charged at an enormous price. Another clerk, brought up by Mr. Binney, went into Capt. Hull's office, where he occupies the station formerly held by Mr. Fosdick. I understand Mr. Binney makes him up a large salary; but for what services I am unacquainted. Another of Mr. Binney's clerks was last winter placed in the Navy Store Keeper's office; and Mr. Binney was to have got him appointed Assistant Navy Store Keeper; but I understand the Navy Department did not choose to allow an assistant.

I will here observe, that Mr. Parmenter, Mr. Binney's head clerk, has since declared, that he knew for a year, or before Mr. Fosdick left the Navy Yard, that he was cheating in the pay rolls. Now is it likely that he should all this time keep it a secret in his own breast, and never lisp a syllable of it to his master, Mr. Binney? Mr. Binney went to Washington; he gave such a turn to the business as suited his convenience; he corresponded with Mr. Fosdick while there, and when he returned he called upon Mr. Fosdick at New York; and when Mr. Fosdick came to Boston in the summer to have a final settlement of the business, I understood he told a person who saw him that he found how things were going on, and thought he might as well make money as others, and that if he was pushed too hard, and obliged to surrender too much, he would expose certain other persons, who were more responsible than himself.

It may not be amiss to mention, that some individuals on this station have, in a few years, accumulated large fortunes, that appear to me to be disproportioned to the opportunities granted to them by the Government. I will just mention, that according to my belief, they have realized, in some way or other, something like the following amounts:

Mr. Binney	\$300,000
Mr. Rogers	60,000
Mr. Ludlow	50,000
Mr. Fosdick	100,000
Mr. John Binney, the Agent's brother,	40,000

And I might add others.—I do not intend to impute to Mr. Rogers or Mr. Ludlow any thing criminal. I suppose they have rested satisfied with this system of things in consideration of the business given them by Mr. Binney, by which, I suppose, they have made their fortunes. Their interests are therefore identified.

I will beg leave to state in this communication that, among the circumstances, which the officers have from time to time had to complain of, is the difficulty with which they have been able to receive their allowances granted to them by the Navy Department. For instance, about three years ago, an order was transmitted, that the officers should be allowed candles the same as if they were at sea. Some of the officers got them, but to others Capt. Hull would not permit them to be served. Afterwards he was directed to give nine cords of wood to every warrant officer. To some this was given, and to some it was denied. Capt. Hull refused to allow the lieutenants chamber money, although he had orders so to do; and when they asked his permission to address the Department on the subject, either treated them with harshness, or, after your direction that "all who performed duty at the yard should receive chamber-money," he pretended to understand the order differently, and refused to allow it. By his permission, Lieut. Caldwell, myself and Mr. Furguson addressed you on the subject; and when your answer in favour of our application was received, he expressed his resentment towards us, and still refused, and has to this very day, to sign our bills for chamber-money. Since that time, however, I understand you have been pleased to allow Mr. Furguson's bill for chamber-money. I have no doubt, on proper knowledge of the case, you will see fit to extend your notice to others of us similarly situated.

A year ago your order directing the allowances of officers at the Navy Yard was received; but the Commodore has seen fit to prevent the full execution of it, and has forbid these allowances to be paid to some of the warrant officers; and in the case of Mr. Bogman, the gunner, made him refund his servant's pay for the first quarter, after it had been regularly paid by the purser. This class of officers, Sir, have not the ability to make their grievances known to the Department.

As to the present situation of the copper, although it may appear, from the present survey holding upon it, to be correct, yet it may be far otherwise, because the mismanagement might have been in the accounts of receipts and expenditures of that article, which were for a long time in the hands of Mr. Fosdick, and the book which he kept is lost or mislaid, and for aught I know has shared the fate of the original muster rolls, and is destroyed. In order to obtain a correct result in regard to the copper, it seems to me all the receipts and expenditures during Mr. Fosdick's time should be carefully examined and compared. Also the accounts of the old copper taken from the different ships repaired at the yard; also a

comparison should be instituted of the probable quantities required for each ship, with the quantity charged to her.

Here Sir, I will conclude, not because I have exhausted the subject, but lest it may exhaust your patience, as there are many topics not touched upon at all, or but slightly. The most weighty and serious specifications I purposely withhold until your further orders to divulge them.

Sir, herewith I transmit the statement required of me by your letter of the 12 Nov. 1821, and have the honour to be,

With the sentiments of the highest respect,

Sir, your most obedient servant,

(Signed)

JOEL ABBOT.

Hon. SMITH THOMPSON, }
Secretary of the Navy. }

Capt. John Shaw to the Secretary of the Navy.

U. S. Ship Independence, Jan. 14, 1822.

SIR,

It is with much regret that I inform you, that there are reports in circulation, both in and outside the Navy Yard, Charles-town, relative to the mal-practices, and public plunder, which has been committed there for several years past by that villain Fosdick; and that there is much said with freedom of others, as coadjutors in this nefarious business. As to myself, I know nothing of the transaction; but will hazard an opinion, that if Fosdick's conduct should be strictly investigated according to law, much real benefit might arise to the service, and much fraud be detected.

I have the honour, Sir, to be

Respectfully, your obedient servant,

(Signed)

JOHN SHAW.

Hon. SMITH THOMPSON, }
Secretary of the Navy. }

The Secretary's Answer.

Navy Department, Jan. 19, 1822.

SIR,

Your letter of the 14th instant has been received, but your suggestions are too general and vague for me to act upon.

You will please, without delay, to furnish me with the names of the individuals implicated by you, and the grounds on which your suspicions of their fraudulent conduct is founded.

I am, very respectfully, Sir,

Your most obedient servant,

(Signed)

SMITH THOMPSON.

Capt. JOHN SHAW, Commanding }
Naval Officer, Boston. }

Capt. Shaw to the Secretary of the Navy.

{ U. S. Ship Independence,
Boston, Jan. 25, 1822.

SIR,

I HAVE the honour to acknowledge the receipt of your letter of the 19th instant, by which I am directed to make known to you without delay the names of the persons, which were alluded to in my letter to you of the 14th instant, who for years past have been believed to be partakers in the system of fraud, which has existed in our naval affairs on this station.

The gentlemen in question, and to whom are imputed the crime of fraud in part concerned with Mr. Fosdick, are Capt. Isaac Hull, commanding the Charlestown Navy Yard, and Amos Binney, Esq. Navy Agent; and for the ground on which my communication of 14th instant was founded, I beg leave to refer you to the official communication of Lieut. Abbot to the Department, under date of the — instant.

Permit me, Sir, to again remark, that I have no personal knowledge of any acts of impropriety, imputed to either of the above-named gentlemen, as they must have been committed before my arrival here. I must, however, beg permission to express an opinion, that an investigation of Mr. Fosdick's conduct, before a tribunal of men, *on oath*, would expose a combination, in the frauds of which he has been detected in the administration of our naval concerns on this station. I regret that the numerous reports in circulation compel me to make representations unfavourable to the character of a brother officer, and I assure you, Sir, that nothing but a sense of the duty which I owe to the service, and a desire to give those implicated by these reports an opportunity to acquit themselves, has influenced me to a measure, which my candid and open conduct must convince you could originate from no other but the motives I have assigned.

I have the honour, Sir, to be, &c. &c.

(Signed)

JOHN SHAW.

Hon. SMITH THOMPSON, }
Secretary of the Navy, Washington. }

Lieut. Abbot to the Secretary of the Navy.

Boston, January 19, 1822.

SIR,

FROM mature and deliberate consideration, I find it my duty, as an officer and an honest man, to declare to you, that I have it in my power to expose fraud in Mr. Binney, against the Government, to a much greater amount and degree, than has ever been attached to Mr. Fosdick; and also that I am acquainted with such facts and circumstances relative to the conduct of Capt. Hull, that I dare say, if he should be brought to a Court Marshall, he must inevitably be disgraced.

I beg leave to remark, that things have got to such a crisis, that Capt. Hull cannot remain on this station much longer, without being himself, or having others disgraced.

Whatever measures the Government may see fit to take, in consequence of this communication, it will not be for me to call in question. I can only say I have done my duty.

I have the honour to be,

With sentiments of the highest respect, Sir,

Your obedient servant,

(Signed)

JOEL ABBOT.

Hon. SMITH THOMPSON, }
Secretary of the Navy. }

Lieut. Abbot to Dr. Trevett.

Boston, January 19, 1822.

DEAR TREVETT,

I HAVE been very sick, but am much better. I have got positive and most damning proof against Binney of his defrauding the Government. Fosdick's business is nothing to it.

As regards Hull, the Eliot story you no doubt know, and Dr. Eliot is willing to be called upon. It can be substantiated: and I am very confident there can be established a connexion between Capt. Hull and Fosdick, that must damn Capt. Hull, if he is brought to a Court Marshall.

I feel I am safe, and think it my duty to make a communication to the Navy Department to this effect:

"SIR,

From mature and deliberate reflection, I find it my duty, as an officer and honest man, to declare to you, that I have it in my

power to expose fraud in Mr. Binney against the Government to a much greater amount and degree than has ever been attached to Mr. Fosdick; and also that I am acquainted with such facts and circumstances, relative to the conduct of Capt. Hull, that I dare say, if he should be brought to a Court Marshall, he must inevitably be disgraced.

I beg leave to remark, that things have got to such a crisis, that Capt. Hull cannot remain on this station much longer, without being himself or having others disgraced.

Whatever measures the Government may see fit to take, in consequence of this communication, it will not be for me to call in question. I can only say I have done my duty."

It may perhaps be of consequence that this letter go to the Department immediately, from many circumstances. One is, I think Mr. Binney's movements are such as indicate his determination to make a clear out, in case he finds his conduct must come to light. He is getting rid, as fast as possible, of his real estates. I need much your friendly counsel. I will write the letter, and direct to the Department, and if you think it of consequence to have it go before I can hear from you, I wish you to send it on; otherwise I will wait your advice.

Commodore Bainbridge has had his money concerns in Binney's hands. I therefore, this morning, so far acquainted him with my knowledge as to put him on his guard, and to secure his property, which he appeared to feel grateful for. I only said as much to him as I could say in five minutes, and in confidence; it goes not from him, as it only regarded his private affairs.

When I began, I meant to copy this, but I shall not now be able, and get it in to-day's mail. I therefore send it in this terrible state. Let me hear from you as soon as possible.

Dr. Trevett to the Secretary of the Navy.

New York, January 22, 1822.

SIR,

THE enclosed letter came to my hands yesterday. I concluded that Lieut. Abbot would have sent a duplicate directly to the Department, on the subsequent day, and therefore detained it. This morning I have received another letter from Mr. Abbot, in which he says,

"I wish you to lose no time in forwarding that letter which I enclosed to you to the Navy Department. I wish it was there now. I know I can substantiate every thing I have said in it; and it becomes my duty to give the Department warning of it in time for them to attach Binney's property, or whatever mea-

sure they see fit to take. I know I am safe in doing it, and I shall not feel myself so, if I withhold the information, and in consequence of my tardy movements, Binney should make his escape. He is now out of town, selling his real estates, I understand. I despatched that letter to you the moment I was convinced I could substantiate it. I have now additional testimony and weight of character to support me. It is therefore all-important that letter should go to the Navy Department immediately. I should send one from here to-day, but for the possibility of your having sent it."

The above makes it my duty to transmit Mr. Abbot's letters without further delay. Should you deem it important to obtain, as speedy as possible, every information, I think it would be in my power to impart nearly as much information as Mr. Abbot could do, to enable you to act with propriety in this exigency; and as I could reach Washington sooner by four or five days than he, I shall hold myself in readiness to comply with your orders to that effect.

With great respect, I am, Sir,

Your obedient servant,

(Signed)

S. R. TREVETT, Jr.

Hon. SMITH THOMPSON, }
Secretary of the Navy. }

Information given by Dr. Trevett to Commodore Porter, relative to Captain Hull and A. Binney.

[To this paper there was neither date nor signature.]

In the spring of 1817, Commodore Bainbridge, Dr. Evans, and other officers on the Boston station, out of a friendly regard to me, obtained of Mr. Binney the business of furnishing medicines for the navy. It was my intention to have opened a shop. I continued to contemplate this business until, by the interference of Mr. Fosdick, I found I could not proceed in it, unless I consented to transact it on dishonest principles. He informed me, from his personal knowledge, that every body that supplied articles for the navy gave Mr. Binney five per cent. on the amount of their bills, and that Mr. Binney had no particular partiality to induce him to forego this in my favour. He said that was a part of the business, which he would himself perform on receiving a "small part of the profits," and that, notwithstanding what Mr. Binney told me or Commodore Bainbridge, unless I consented to these terms, I might rely that he would not give the business to me. My final reply was to Mr. Fosdick, "I am determined never to give or receive the

wages of corruption." To this maxim I have adhered. Mr. Binney never gave me the business; nor have I ever received a dollar or a cent.

Since that time I have had reasons to imagine, that if I had consented to join the Binney interest, I too might have made a fortune, instead of living upon a stipend insufficient for the support of my family.

Dr. Ephraim Eliot, about the year 1815, furnished medicines for the navy. Being paid in treasury notes, on which there was then a loss of 10 per cent. he refused to have any thing further to do with the navy. A year or two afterwards he furnished, as he says, medicines for Captain H's family, on his private account. Dr. Eliot refused to make out his account, as he was repeatedly requested by Capt. Hull to do, against the Navy Department, declaring that it was a private affair, Miss Hart being the patient, Dr. Danforth the physician, and many of the medicines being packed up and sent to Connecticut. Finally, Mr. Fosdick called for the bill at Dr. Eliot's, who made it out against Capt. Hull. Mr. Fosdick took it away with him—was gone about an hour—and returned with duplicate copies of the bill against the Department in one hand and the money in his other, saying that he was sent by Mr. Binney, desiring Dr. Eliot would take the money and give the receipt, which he did, despairing of getting it in any other manner.

This story Dr. Eliot has told ever since to many of the most respectable characters in Boston, as well as to myself.

I understand that Mr. Binney had received at one time 18,000 dollars, as compensation for loss on treasury notes. As I have never known an instance wherein the loss fell upon the disbursing officer, I am rather inclined to think Mr. Binney could not have lost any thing.

I am apprehensive there is a connection of Capt. Hull and Mr. Binney with Mr. Tapley, who furnishes wood, lumber and lime.

The Secretary of the Navy to George Blake, Esq.

Navy Department, Jan. 26th, 1822.

SIR,

I have just received a letter from Lieut. Joel Abbot stating "that he has it in his power to expose fraud in Mr. Binney, (meaning, I understand, Amos Binney, Navy Agent) against the Government, to a much greater amount and degree than has ever been attached to Fosdick." He also states that Mr. Binney's movements indicate a determination to clear out, (as he expresses himself) in case he finds his conduct must come to light; and that he is disposing, as fast as possible, of his real estate.

This information, I must confess, very much astonishes me, but it comes under such circumstances as make it my duty to have an investigation. I have, accordingly, directed Lieut. Abbot to call upon you, and I have to request that you would have his affidavit prepared, and take such measures against Mr. Binney as the nature of the disclosure made by Lieut. Abbot shall require.

I am, respectfully, &c.

(Signed)

SMITH THOMPSON.

GEORGE BLAKE, Esq. }
U. S. District Attorney, Boston. }

Navy Department, 26th Jan. 1822.

SIR,

SINCE writing the accompanying letter to you of this date, I have concluded to direct Commodore Porter's attention to the same subject, and he will proceed to Boston immediately, to make the necessary inquiries into the affair; and I refer you to him, upon his arrival, to advise upon such steps as shall be judged most expedient to pursue in the further prosecution of the matter.

I am, respectfully, &c.

(Signed)

SMITH THOMPSON.

GEORGE BLAKE, Esq. }
U. S. District Attorney, Boston. }

The Secretary of the Navy to Commodore Porter.

Navy Department, Jan. 26, 1822.

SIR,

I commit herewith to your charge, a letter from Lieut. Abbot, of the 19th instant, and also one from Dr. Trevett, Surgeon in the Navy, containing allegations of fraud and misconduct in Amos Binney, Esq. Navy Agent at Boston, and also implicating Captain Hull.

An immediate investigation of these complaints is necessary. You will therefore proceed forthwith to Boston, and take such measures as, on inquiry, you shall find the circumstances of the case shall require.

Mr. Binney must be proceeded against by the civil authority. You will therefore require Lieut. Abbot to call on George Blake, Esq. U. S. District Attorney, and disclose, under oath, what he knows on the subject; and in your further proceedings act under

the advice of the District Attorney, and as the nature of the disclosure shall justify.

And as it respects the conduct of Captain Hull and Lieut. Abbot, and any other naval officer in any way implicated in the transactions referred to in the letters committed to you, you will make every necessary examination, and report to me the result; and should you discover any thing making it necessary to take any immediate measure against any officer, you will act as in your judgment the exigency of the case demands; and you are hereby authorized to suspend from duty any officer so implicated, whose conduct in your judgment renders such step necessary and proper, and you will furnish such officer with a copy of this order, as your authority for so doing.

I am, very respectfully, Sir,

Your most obedient servant,

(Signed)

SMITH THOMPSON.

Commodore DAVID PORTER, }
Present. }

The Secretary of the Navy to Lieut. Abbot.

Navy Department, Jan. 26, 1822.

SIR,

I have written to George Blake, Esq. the District Attorney for Massachusetts, to institute an official inquiry into the matter of complaint against Amos Binney, Esq. the Navy Agent at Boston; and you are directed to call upon Mr. Blake, and make a statement to him of all the circumstances within your knowledge, in relation to the same; and Mr. Blake is informed that you will do so.

You will not mention the subject, in the present state of the business, to any other person.

I am, very respectfully, Sir,

Your most obedient servant,

(Signed)

SMITH THOMPSON.

Lieut. JOEL ABBOT, }
U. S. Navy, Boston. }

The Secretary of the Navy to Dr. Trevett.

Navy Department, 26th Jan. 1822.

SIR,

Commodore Porter is on his way to Boston to investigate the business stated in your's and Lieut. Abbot's letters in relation to the

Navy Yard, Charlestown (Mass.) I therefore request you to communicate to him the information of which you are possessed to aid him in the further inquiries he may have occasion to make.

I am, respectfully, &c.

(Signed)

SMITH THOMPSON.

Dr. SAMUEL R. TREVETT, }
U. S. Navy, New-York. }

Commodore Porter arrived in Boston on the 3d or 4th of February, and, together with Mr. Blake, commenced the examination of such witnesses as Mr. Abbot pointed out to them. This examination, from the 3d to the 13th February, was exparte, Mr. Abbot producing his witnesses before the Commissioners, when they were examined under oath, and Mr. Binney yet knowing nothing of the charges against him, or what course was pursuing, or to be pursued. During the above ten days, sixteen witnesses were examined, and made the following affidavits, viz.

No. 1.

February 12th, 1822.

Andrew Green of Boston, tinman, a witness produced, sworn and examined in behalf of the United States, testifies and answers as follows, viz.

Question. Have you at any time heretofore been in the habit of furnishing Mr. Binney, the Navy Agent of Boston, with articles of merchandize for the use of the United States? Did you at any time, and at what time in particular, furnish him, in that capacity, with one bale of buntings? If yea, be pleased to state the price he gave you for the said last mentioned article, and all the circumstances attending the sale and delivery thereof.

Answer. I have heretofore been and am now in the habit of furnishing Mr. Binney with various articles for the use of the U. S. navy. I never did sell him a bale of buntings, nor do I remember to have ever sold to him any quantity of that description of merchandize; but I recollect that in the year 1812 or 1813, after Mr. Binney had taken his store upon Green's wharf, I went in there to settle my bill with him; and after the presentment of it to him, he added to it a charge of bunting, but to what amount I do not recollect, which I never furnished him. *It is impressed upon my mind,* that I objected to his making this addition to my bill; whereupon he produced (as I think) a bill of the bunting, which was proposed being inserted in my bill, but which had been purchased of some

other person, whose name I do not now recollect; and it appearing to me that the price at which the bunting was charged in the bill comported with that at which it was proposed to be inserted in my bill, I at length consented to have it charged in the latter, as desired by Mr. Binney, which was done, and my receipt given accordingly.

Question. At the period you have alluded to, what was your line of business? what is it now? and in what articles of merchandize have you been accustomed to deal, or are now?

Answer. Tin ware and ship chandlery, and in manufacturing stoves, funnels, and other articles of that description.

Question. Have you at present any recollection of the amount of the charge for bunting, which you describe as having been introduced into your bill on the occasion alluded to?

Answer. I have not the least remembrance of it.

(Signed)

ANDREW GREEN.

No. 2.

February 13, 1822.

Caleb Eddy, a witness produced, sworn and examined, on the part of the United States.

Question. Were you at any time, and when in particular, employed by Mr. Binney, the Navy Agent at Boston, in the purchase of any and what quantity of bunting for the use of the United States? If yea, be pleased to state what purchases of that article were made by you, and the circumstances attending the same.

Answer. Some time in the month of September, in the year 1812, I purchased, at the request of Mr. Binney, one bale of bunting of Mr. Robert G. Shaw, amounting in price, as per bill, to the sum of fifteen hundred and six dollars thirty-eight cents, after a deduction, for prompt payment, of two and a half per cent. the amount of said discount being thirty-eight dollars sixty-two cents. The bill of Mr. Shaw was headed as follows: *Amos Binney, Esq. Navy Agent, bought of Robert G. Shaw, &c. &c.* And the particular articles in question were stated in Mr. Shaw's bill as follows, viz.

45 pieces broad scarlet	} 120 pieces, at \$12	\$1440
45 " " white		
30 " " blue		
6 pieces narrow scarlet	} 15 pieces, at \$7	105
5 " " white		
4 " " blue		
		\$1545
Discount for cash 2½ per cent.		38 62
		<u>\$1506 40</u>

After I had made the purchase of Mr. Shaw, I informed him, that I had made it on account of Mr. Binney, and I gave him (Mr. Shaw) the check of Mr. Binney for the above-mentioned sum of fifteen hundred and six dollars thirty-eight cents, in payment of the bill. I knew nothing more of the bunting in question for six weeks or two months afterwards, when I was sent for by Mr. Binney to correct an error in one of my bills, that had been returned from Washington. Mr. Binney then laid before me a paper containing minutes of sundry supposed errors in various bills, which had been returned to him from the Navy Department, Washington, for correction. One of my own bills of supplies for the brig Argus was among the number of the bills returned as before-mentioned. Mr. Binney then handed me the paper, which he had first shown me, and pointing to the item, which referred to my own bill, observed, There, you see what the error is. On looking over the paper, I then remarked one of the minutes thereon to this effect, namely, "Inquire relative to buntings bought of Andrew Green, and whether the same were sent to the Navy Store in Charlestown, or where they were sent." The foregoing was the substance of the minute alluded to, according to my remembrance. Being well satisfied, that the bunting here referred to was the same, which I had purchased of Mr. Shaw, as before-mentioned, but which I had understood had afterwards been included in a bill made out to Mr. Binney by Andrew Green, I soon afterwards called on Mr. Green for some explanation on the subject.

Question. In the paper from the Navy Department, to which you have alluded, was the price of the bunting, as there stated, the same or greater than that which was paid for the article to Mr. Shaw?

Answer. I cannot remember whether the price of the bunting was or was not quoted in the paper alluded to.

Question. What particular circumstance induced you to suppose that the buntings, which were referred to in the paper from the Navy Department, were the same as those which you had purchased of Mr. Shaw?

Answer. From their having been so recently purchased by myself of Mr. Shaw; and knowing, moreover, that Mr. Green was not a dealer in articles of that description: and another circumstance was, that the quantity appeared to be about the same I had purchased.

(Signed)

CALEB EDDY.

I further testify, that soon after the appointment of Mr. Binney to the Navy Agency, I permitted him to improve, for the term of about four months, an apartment in a store improved by my partner and self; but Mr. Binney said he should not expect to pay us any compensation, in the way of rent, for the use thereof. But in the course of a year or two afterwards, Mr. Binney brought to us a bill to sign,

charging the Government with the sum of thirty-five dollars for the use of said counting room, saying it was right the Government should pay him the amount, whether we charged him any thing therefor or not. We thereupon receipted the bill which he brought to us. We were induced to give Mr. Binney the use of the counting room rent free, as before stated, partly from motives of friendship toward him, and partly from an expectation that he might be of service to us, in taking of us, occasionally, articles in our line of business, which is dealing in ship chandlery.

(Signed) ,

CALEB EDDY.

No. 3.

Joseph N. Howe has a ropewalk in this town; Mr. Binney took it from him, and has had it for two years; has, however, no malice against Mr. B. Was in Mr. Binney's store about 1812 to 1814, when B. handed him a bill already made out, of about 1000 dollars. Deponent asked him why it was necessary to sign that bill, which was for deep-sea-lines, marlines, &c. Binney said there was a new order from the Navy Department, that required he (B.) should furnish such things, and place them in the store at Charlestown—deponent had never furnished B. with any of the articles mentioned in the bill—whereupon deponent receipted the bill. The reasons of the deponent's receipting the bill were, that he was disposed to oblige Mr. Binney; but deponent had no interest in the transaction. Don't know whether the charges in the bill were excessive or not. Deponent thinks it probable, nevertheless, he may have said that the price charged in the bill was 20 or 50 per cent. above their market value. Deponent has no bill that might shew over-charge.

In 1816, in spring or summer, Binney proposed to form co-partnership in ropewalk, and asked him price of it. Deponent said he valued it at 30,000 dollars. B. said he wanted to be concerned in it, and should like to purchase one half of it. Deponent said he was determined in his mind never to be concerned with any man living in that business. B. then said, if I was not willing to sell, he should purchase a ropewalk somewhere else. Deponent then said he did not think it exactly right that he should be concerned in that business. Binney then said, I had better think of it, and let him know next day. Deponent and B. met soon after and talked again on the subject; and B. offered to purchase at 15000 dollars, or at that rate for the whole, and would give no more. Deponent then accepted proposal, and made him a conveyance of half the walk. In October of same year a co-partnership was formed between B. and myself, and continued until my failure in business, Sept. 1819. No injunction of secrecy

as to this transaction—Deponent's deed of conveyance put on record of deeds in Boston. Mr. Binney said, that if deponent would not enter into the proposed partnership, I. P. Davis and others would. Believe their walk did not furnish much cordage to Government during term of said copartnership. Cordage for Government from our walk was always put at lowest prices; and those by previous stipulation with Navy Board. All the bills made out to Government by me, without any suggestion or interference on the part of Binney; except Mr. B. would always endeavour to buy as cheap of me as of any other person, and occasionally attempted to beat me down in my prices.

In 1812, 13 and 14, I had done various work for Government, for the supply of cordage to Chesapeake and other vessels, and from that to 1815 and 16, previous to the before-mentioned copartnership, Mr. Binney being Navy Agent during those periods. For these supplies, Mr. B. was in the habit of making me payments, and taking my receipts from time to time. Sometime in 1814, I went to Mr. B's store to receive the balance due to me, whatever it might be. Binney then put a piece of paper upon the table, saying, There, Sir, is the amount of all the work you have done, and the amount due to you; it being as I think, in the aggregate about 140,000 dollars. Whereupon Binney said, I must deduct 1 per cent. from the bill, amounting to 1467 dollars. I was extremely angry at this suggestion, and protested most solemnly against it, as being a most wicked and cruel thing. Mr. B. said, Sir, you may allow it or let it alone. If you wont do it, others would, and allow 2½ per cent. for sake of getting work of Government. I then said, Sir, if you must have it, you must take it from my bill; but it will never do you good. I also said, if Government is to have this, I have no objection; but if you are to have it, it is cruel. Afterwards, in the year 1815, Government agreed to advance me 15,000 dollars, and to receive cordage at 15 dollars per hundred. In effecting this arrangement, Binney had been in some measure instrumental, and for these services, he claimed a compensation of seventy-five cents per hundred. And in an account of cordage afterwards settled with Binney, this seventy-five cents allowance was admitted, and deducted from my charges, amounting, as I think, to about 1000 dollars.

In neither of the instances before-mentioned were the charges in my account more than ought to have been allowed in the whole by Government. All these payments were made to me in treasury notes. Thinks the bills, in both instances, were allowed to Mr. Binney by the Government at their face.

Soon after the peace in 1815, Mr. Binney turned into my walk about 70 or 80 tons of hemp, to be manufactured into cordage. The price which he stated he gave for it, was 300 dollars per ton; which Mr. Binney stated he had bought of Hon. B. W. Crowninshield, then Secretary of Navy. Soon after that,

twenty tons of hemp were bought by Mr. B. of Samuel Gray, late of Boston, deceased, which I received from Mr. Gray, and attended to the weighing of it. After I had got the hemp, I was in Mr. Binney's store, and speaking of this last mentioned hemp, he said to me, he did not wish it to appear to the Government, that he had given only 250 dollars therefor, when he had so recently paid 300 dollars per ton to Mr. Crowninshield; and as the hemp was then in my walk, he wished me to give a bill, as though the hemp was bought of me at 300 dollars per ton, so as to correspond with bill of that bought of Crowninshield. Accordingly, he made a bill there of it, and I signed it; and thereupon, to my astonishment, he offered me a check of 500 dollars, and I asked him what this was for. Upon which he observed, you understand it. I replied, Mr. B. I shall take this, if you say I must, and consider it as so much allowed me by Government, on account of my loss on treasury notes.

I have since then frequently mentioned this circumstance to Mr. Binney, who has replied, that I knew how the business was done; that Mr. Crowninshield did not wish to be known as having sold them the hemp, &c. &c. &c.

Both parcels of hemp here alluded to I understand were paid for in treasury notes. Mr. Crowninshield's hemp was the best, though not so much as the difference in price.

(Signed) JOSEPH N. HOWE.

Boston, Feb. 4, 1822.

No. 4.

February 13, 1822.

Abraham F. Howe, a witness produced, sworn and examined on the part of the United States, testifies and answers as follows, viz.

Question. What is, or has been for seven years past, or is now, your line of business, and where have you been or now are established?

Answer. I am now, and have been for about three years past, a resident in Roxbury, engaged in no commercial business. For about eighteen years preceding my removal to Roxbury, I was established as a commission merchant in Boston.

Question. Did Mr. Amos Binney, at any time, and when in particular, call on you to inquire your lowest price for the article of gin? If yea, what conversation passed between you and him upon that subject, and what were the circumstances attending the same?

Answer. Sometime in the fore part of October, in the year 1812, understanding that Mr. Binney was then in want of some gin for the use of the public vessels, I called upon him to know if he would purchase of me some of the article in question; and I then stated to him (I being a partner in the firm of Howe & Spear) that we had on hand a lot of gin, which we were ordered to sell immediately, and that we would sell it to him quite as low, or a little lower, than he would be able to purchase it elsewhere. Mr. Binney's answer to me was, that he did not know, but would see about it, and turned away from me and went into his store. On the same day, or the day next succeeding, Mr. Elkanah Cushman, of the firm of Cushman & Topliff, came down to our store, and said he wanted to purchase some gin, and after some conversation with me as to our price for the article, he asked me if I had not offered it to Mr. Binney for fifty-five cents per gallon. I answered, yes. He then said, he would take it at fifty-five cents, and we accordingly sold it to him on a credit of four months. He observed, he did not wish to take the gin away then, as he did not want but one truckage of it, but that he would call for it in a day or two, saying it was going on board one of the States' vessels. In a day or two afterwards, when he came to receive the gin, he had in his hand a bill, already made out, and wished to compare it with the guages of the casks. He being then on the same side of the desk with myself, I looked over the bill in question, and found that it was headed, "*Amos Binney bought of Cushman & Topliff;*" and that the price of the gin therein mentioned was carried out at seventy cents per gallon; but I did not remark the particular quantities of the gin, as they were charged in that bill. Mr. Cushman held this bill in his hand, while the boy at my desk called over to him the particular guages of the gin we had sold him, as it was charged in our book, so as to ascertain if the quantities agreed.

We gave a bill of the gin to Messrs. Cushman & Topliff, and took their note of hand therefor, payable in four months, the price of the gin as charged in our bill being fifty-five cents, as before stated.

Question. What was the market price of gin at Boston, at the period to which you have alluded, of similar quality with that which you sold to Messrs. Cushman & Topliff?

Answer. From fifty-five to fifty-seven cents; and it remained at these prices for about a month or two; but in the course of three or four months afterwards the price of the article rose very much, perhaps as high as from eighty to ninety cents.

All the gin which we sold Messrs. Cushman & Topliff, as before-mentioned, was gin of the first proof.

(Signed)

ABRAHAM F. HOWE.

No. 5.

Feb. 8, 1822.

Elkanah Cushman.

Question. Have you at any time, and when, been employed by Mr. Binney, the Navy Agent, in purchasing any, and what articles for the use of the Government?

Answer. In the autumn of 1812, in the month of September, as I think, I commenced the purchasing of sundry articles in pursuance of orders from Mr. Binney, and concluded my purchases in March or April, 1813; in the course of which time I purchased sugars, teas, molasses, gin and whiskey, and sundry other commodities for the use of the Government. Part of my purchases were on a credit of four months, and part for cash; and the bills of articles, which were from time to time presented to Mr. Binney, were always made out to him as Agent for the United States.

Question. For what particular vessel or vessels of the United States were the articles in question furnished?

Answer. The articles in question were furnished for the use of the respective vessels named in a memorandum hereunto annexed, and at the dates, and for the prices which are also therein expressed; which memorandum is a correct transcript of the original entries in my books, and the same were paid for by Mr. Binney in conformity thereto.

Question. Did Mr. Binney, after the delivery of the articles you have mentioned, make out bills of parcels thereof headed as being furnished for the United States, and hand such bills to you to be signed?

Answer. Mr. Binney first settled and paid original bills, as I had made them out; but a few weeks afterwards, when he handed me the bills as he had made them out, he said the former ones were headed wrong in not being couched in the usual way, as he said.

Question. Were not the last bills you have spoken of charged higher than the first ones?

Answer. I am of opinion that some of the articles were charged higher, but as the bills were signed in a hurry, I am unable to state this as a fact under oath.

Question. In the last bills, which were presented to you by Mr. Binney to sign, were there included by him any, and what articles, which you had not furnished?

Answer. I think there were; but I have forgotten what they were in particular. But I think he mentioned to me, that some articles not furnished by me were nevertheless included in the bills in question, for the purpose of condensing his accounts and preventing the necessity of a multiplicity of bills.

Question. Did Mr. Binney call on you to purchase the articles in question for the use of the navy?

Answer. He did.

Question. What per centage was allowed you upon those purchases?

Answer. Except in two or three instances, I considered myself as selling the articles to him; and I generally charged him about four per cent. more than I gave for them; thus receiving my compensation for looking up and purchasing the articles as he wanted them. Sometimes, however, in my settlement of accounts with him, I made some deduction, not large, the amount of which, however, I do not remember in any one instance; and in some instances, where the articles were sold to him on a credit of ninety days or so, I allowed him the usual deduction for prompt pay.

Question. Was the article of gin, which you furnished Mr. Binney, or any part thereof, under proof, and purchased at several cents lower per gallon than proof gin; and was it nevertheless charged and delivered to the Government as proof gin?

Answer. In most instances the gin I delivered to Mr. Binney was first proof; but about a quarter part of it was perhaps $\frac{1}{4}$ to 1 per cent. short proof. It was all, however, charged and delivered to him as being first proof.

Question. Did or did not Mr. Binney know at the time that part of the gin in question was not first proof?

Answer. I do not think he did.

Question. Do you or do you not know, that Mr. Binney called on Messrs. Howe & Spear, and got their lowest price for the gin, which you purchased of those gentlemen?

Answer. I do not know that he did.

Question. When, or at what time in particular, did you purchase gin of Howe & Spear, for the use of the Government? What was the quantity so purchased, and at what price?

Answer. In October, 1812, I purchased of Howe & Spear, on account of Mr. Binney, six pipes of gin, at the price, as I believe, of fifty-seven cents; which was afterwards charged to Mr. Binney at sixty cents.

Question. Is the difference between the price you gave for the gin and that at which it was charged to Mr. Binney more or less than your usual commission upon purchases made by you, in your usual course of business?

Answer. The difference in question I consider to be but a fair advance upon such purchases.

Question. What would have been the difference in price of the gin, which you say was charged to Mr. Binney as first proof (it being in reality short of first proof) and of gin of the first proof?

Answer. From one to three cents per gallon, according to the different grades of the proof.

Question. What would have been the whole amount of the difference in price of the gin which was short proof, estimating the

same upon the whole quantity of the gin of that description, which you sold Mr. Binney?

Answer. Supposing the whole quantity of the gin of inferior proof, which I sold to Mr. Binney, to be fifteen hundred gallons, (which I believe to be about the real quantity,) the whole difference would be, as I think, about 22 or 23 dollars.

Question. Could Mr. Binney, or could he not, have purchased of Messrs. Howe & Spear the same gin which you purchased of them, and at the same price which you gave?

Answer. I think he could.

Question. Do you know that Mr. Binney was at all times in funds for making payments for public supplies? or did he, or did he not, avail himself occasionally of his own, or the credit of others for this purpose?

Answer. I do not know that Mr. Binney ever gave any notes for purchases of the kind alluded to; but his practice was, when he had no public money on hand, to desire me and others to wait for our pay until money should be sent on to him by the Government.

Question. According to the best of your recollection, what was the state of the public credit in Boston at the period you have referred to?

Answer. The credit of the Government was better than any other credit at that time, every body being glad to furnish articles to Mr. Binney at that time.

Question. Has it or not been usual among dealers in merchandise, or tradesmen, to give receipts in any case for articles not furnished by them, where the purchases have been made by an agent of sundry articles, of different individuals, they being assured that the articles so charged and to be receipted for were charged at the fair market price?

Answer. I have never known any such usage.

Question. What is your employment, and what the usual course of your business?

Answer. I am a trader in West India goods, and in purchasing and selling such goods on commission; and have been engaged in that business in Boston about fifteen years.

(Signed)

ELKANAH CUSHMAN.

Memorandum referred to in the preceding deposition.

12 lbs. souchong Tea, at . . . 75 cts. per lb. }		
2 bbls. Sugar \$12.75 cwt. }	Sept. 11, 1812.	
2 boxes do. 13.25 cwt. }		
1 bbl. }		
2 do. } 4 boxes 13.25 cwt. }	" 16, 18. }	{ Hornet and Dr. Welch.
7 casks Molasses 70 cts. }		
3 " " 70 cts. }	" " " }	{ President & Congress.
35 bbls. Flour \$11. "	" " "	President.

1 tierce & 5 hhd. Molasses, at 70 & 72 cts.	Sept. 21, 23.	Navy Yard.
2 " " " 70 cts.	" " "	
60 bushels Beans 9s. & 10s.	" " "	
2 bbls. Sugar \$13.25	" " "	
6 chests H. S. Tea 87 cts.	" 29	
11 casks Molasses 70 cts.	Oct. 6.	
1 pipe Gin 60 cts.	}	" 7.
6 do. from H. & Spear 60 cts.		
13 do. from T. & Gamage 60 cts.		
16 1-2 do. do. 60 cts.		
2 do. from S. Spear 60 cts.		
27 do. from P. & H., T. & Gam., Wm. Burroughs, and Jos. Ripley	} 13.	
7 casks Molasses 68 cts.	Nov. 4.	Chesapeake.
1 bbl. Sugar \$14	" 17.	
1 hhd. Molasses	" "	
10 bbls. Sugar \$14.75	Dec. 26.	Purser of Congress
4 chests H. S. Tea 93 cts.	" " "	(Robertson.)
8 do. do. " "	Jan. 2, 1813.	
1 tierce Rice \$6	Feb. 26.	
8 casks Molasses 71 cts.	" "	
1 chest souchong Tea 110 cts.	April 20.	
2 casks Molasses 72 cts.	" "	

Taken from the original entries in my book, Feb. 7, 8, 1822.

ELKANAH CUSHMAN.

No. 6.

John Brazier, Esq.

Question by Mr. Abbot. Were you part owner of the privateer Decatur during the late war?

Answer. Yes, I was, to the amount of one-fifth part.

Question. Did the Decatur privateer capture and send into this port the enemy's ship Charlotte, with a cargo of timber, and send the same into port of Boston? and if yea, when?

Answer. Yes. The ship in question was sent in and condemned in 1812, 13 or 14—I don't remember precisely.

Question. Did you, with Capt. Benjamin Pierce and others, purchase that ship and cargo at auction?

Answer. Yes. Mr. Pierce, myself and Mr. Lunt made the purchase, as I think.

Question. Did you sell the Charlotte and cargo afterwards to Mr. Binney, and when?

Answer. I made the sale to him one, two or three months, I think, after I made the purchase.

Question. Be pleased to name the price, which Mr. Binney gave you for said ship and cargo.

Answer. After a good deal of conversation and negotiation with Mr. Binney, the whole property was sold to him in gross for the sum of 4000 dollars, for which sum I accounted with the rest of the owners. This sale was made, as I considered, for the use of the Government.

Question. Did you not make out to Binney one bill of this ship and cargo at a certain price, and another bill after at a higher price? and, if yea, what was the difference between the two bills of sale? and what were the circumstances attending the same?

Answer. It strikes me, that I agreed to sell the property to him for the before-mentioned sum of 4000 dollars, and when he came to pay me he presented to me a receipt to sign exceeding in amount, as I think, 7 or 800 dollars, the above-mentioned sum; and I questioned him on the subject, and told him I did not like to give a receipt for more money than was to be paid to me, as I did not know what would be the end of it in my settlement with the other owners, &c. Mr. Binney then said he had been at expense in attending the ship and in doing other things about her; and that giving the receipts in the manner proposed could be no damage to me; and upon the whole, Mr. J. N. Howe being present, and advising me to do it, I concluded to give the receipt as proposed, and accordingly did so.

Question. Did Mr. Binney make his proposals to you, as to purchasing this property, in his capacity of Navy Agent, and in the name and behalf of the Government?

Answer. It appeared so to me; and after the purchase the ship and cargo were sent immediately over to the Navy Yard; and throughout the negotiation he always spoke of it as being on Government's account. It strikes me also that my bill of sale was to Amos Binney, as Navy Agent, and so receipted.

Question by Commodore Porter. In what kind of money was the amount in question paid to you?

Answer. In bank bills or check on the bank, being the same as cash.

Question. Was Mr. Howe concerned with you in the purchase and sale of the said prize ship and cargo?

Answer. I am inclined, upon reflection, to think he was; but am not certain; and am pretty confident that a proportion of the purchase money was paid by me to Mr. Howe, with the others engaged with him.

Question. Do you consider the price paid to you by Mr. Binney for the Charlotte and cargo to have been a fair price, or was it in your opinion above or below the real value? Be pleased to say which.

Answer. In my opinion the property was worth from fifty to an hundred per cent. more than the price paid me; and the original cost of the cargo was, as I think, invoiced in Canada at £1500.

sterling; but as there were few or no purchasers here, for property of that description, I was glad to get for the property whatever it would bring.

Question by Commodore Porter. Is it usual, or thought proper by merchants in Boston, in order to prevent a multiplicity of accounts, to throw together two or more accounts of articles purchased from different persons into one account, as if they had been obtained from one individual?

Answer. I think not. I have never known such practice.

No. 7.

February 12, 1822.

Benjamin Rich, merchant, a witness produced, sworn and examined in behalf of the United States, testifies and says—

Question. Have you at any time, and when, been the owner, in part or in whole, of a brigantine or vessel called the Rattlesnake?

Answer. In 1813 I was the owner in part, and agent for the other owners, of a brigantine then called the Rambler, and afterwards named by Government the Rattlesnake.

Question. Did you at any time, and when, and to whom, make sale of that vessel? At what price did you sell her? and what were the circumstances attending the sale?

Answer. In the summer of 1813, in June or July as I think, I was applied to by Mr. Binney, the Navy Agent, to know at what price I would sell to him the vessel in question. I told him I would sell her for twenty-two thousand dollars, which he said was too high. I afterwards had various conferences with Mr. Binney on the subject, from time to time, during the period of about a month, when it was eventually agreed between us that he should take the vessel (I reserving her armament) for the sum of twenty thousand dollars.

In the course of my various conversations on the subject with Mr. Binney, both previously and at the time of the sale, he stated to me that he had no public money in his hands, but that he would give me his own note for the price which should be agreed upon. Accordingly I took his note for the above-mentioned sum of twenty thousand dollars, payable, as I think, at four or six months from its date; and on receiving this note, I gave him a bill of sale of the vessel; but whether this bill was expressed to be made to him, in his capacity of Navy Agent, or otherwise, I do not recollect. In the course of a month or six weeks afterwards, Mr. Binney met me in the street, and asked me if I was in want of money, for that, if I wished it, he would discount the note in question at any time when

I would send it to him. Being then in need of money, I accordingly sent the note in question, and he discounted it, paying the amount thereof, with a deduction of simple interest, for the term of the usance which was then unexpired. From that period I have had no transactions with Mr. Binney directly or indirectly.

Question. What was the amount of the price or consideration expressed in your bill of sale to Mr. Binney?

Answer. I have no doubt it was the same as the price paid to me, namely 20,000 dollars.

Question. Was money scarce or abundant in Boston at the time when Mr. Binney discounted the note, as you have stated? What, at that period, according to the best of your recollection, was the common rate of interest among the brokers upon discounting bills or notes?

Answer. According to the best of my recollection, money was quite scarce at the period alluded to; insomuch that good notes, I should think, were sold at that time in the market at a discount of more than simple interest, and even as high in some instances as one per cent. per month.

(Signed) BENJAMIN RICH.

No. 8.

February 12, 1822.

Jeremiah Fitch, a witness produced, sworn and examined in behalf of the United States.

Question. Were you at any time, and when, an administrator upon the estate of Mr. Ebenezer Larkin, late of Boston, deceased?

Answer. I was appointed with Mr. Barzillai Homes of Boston, administrator on Mr. Larkin's estate, in the year 1814, and accepted that trust.

Question. Had you, as administrator of that estate, an account against the Navy Department?

Answer. I had.

Question. Did you present that account to Mr. Binney as Navy Agent, and when? Did he settle and pay the debt? If yea, was the receipt, which you gave him upon that settlement, made out for the precise sum received by you, or was it for any and what larger sums? And what were the circumstances attending the settlement and payment here alluded to?

Answer. On the 17th day of May, 1814, I presented to Mr. Binney an account of sundry articles, amounting altogether to the sum of 114 dollars 84 cents, of which account the memorandum hereunto annexed is a correct transcript from my books. On seeing this account, Mr. Binney observed, that Mr. Larkin in his life time agreed to make him a discount on the articles, which were

purchased of him, and that I, as the representative of Mr. Larkin, ought now to make good said agreement. I expostulated with him sometime, before I would allow it. At length the bill was receipted, according to the best of my recollection, for the full amount of its face, those being the only terms on which Mr. Binney would settle with me. He then gave me bank bills, or a check upon the bank, for the sum of ninety-eight dollars and twenty-four cents, and no more, in full satisfaction of the demand.

Question. Were the charges, contained in the bill which you presented to Mr. Binney, and which you receipted, at the fair customary prices, or were said articles, or either of them, as you know, or have reason to believe, overcharged?

Answer. I do not know that any of the articles in question were overcharged. I have however understood it to be customary among the dealers in stationary to make a small discount upon their bills.

(Signed) JEREMIAH FITCH.

Charges against Amos Binney, Navy Agent	. . . 1 75
United States' Brig Frolic	. . . . . 49 12
" " Syren	. . . . . 25 02
" " Navy Yard	. . . . . 38 95

Whole amount for \$114 84

Which we receipted the bills as above, and received only \$98,24, which is \$16,60 less than the face of the bills.

May 17, 1814.

No. 10.

Monday morning, February 11, 1822.

Nathaniel Freeman, a merchant, a witness produced, sworn and examined on the part of the United States, testifies and says—

Question. Did you ever sell to Mr. Binney, the Navy Agent, for the use of the Government, one bale of blankets? If yea, when was such sale, at what price, and what were the circumstances attending the same?

Answer. On the 27th of June, 1815, I sold Mr. Binney one bale of blankets, to the amount, as per bill, of 264 dollars, upon a credit of four months; at the expiration of which time I applied to Mr. Binney for payment. He then paid me my bill of 264 dollars, and then observed that he wished to have another bill of the same

goods. I asked him why he wanted another bill? He replied, that he wanted another bill to send on to the Government. He then drew out another bill, which he handed me to sign, which I objected to sign, because the amount therein expressed was larger than the first bill; but it being seven years ago, I do not remember how much larger it was. He then observed, that he advanced money to the Government, which was the reason of his wanting the second bill. Upon this suggestion, and inasmuch as I had the greatest faith in the integrity of Mr. Binney, I consented to sign the bill in question, and accordingly did sign it.

Question. In what sort of currency did Mr. Binney pay your bill?

Answer. By a check on the bank, being the same as cash.

Question. Is the bill of the blankets, which you now produce before the Commissioners, and which is now annexed to your answers, a correct transcript from your books? and does it correspond in amount with the bill which you speak of having first presented to Mr. Binney?

Answer. Yes.

Question. Can you form any opinion as to the amount of the difference between the bill which you first presented to Mr. Binney and the one which you last signed for him?

Answer. I cannot form any opinion upon that point; but it is strongly impressed upon my mind, that the bill last referred to was the largest in amount.

No. 24.

February 13, 1822.

Doctor George Bates, a witness produced, sworn and examined in behalf of the United States, testifies and answers as follows, viz.

Question. What is your profession or calling? Have you for any time, and for how long a time, been employed at the Navy Yard in Charlestown, Massachusetts, in any and what capacity?

Answer. My profession is that of a physician. I have been employed, for about three years past, as a Store Keeper in the Navy Yard in Charlestown.

Question. Have you at any time, and at what time in particular, furnished, directly or indirectly, any and what quantity of medicines for the use of the navy.

Answer. It is difficult for me to answer the question; for although for several years I was a silent partner in a druggist's store in Marlboro' street, Boston, during which period medicines and

other articles were furnished for the navy ; yet I have no particular knowledge of the manner in which said articles were furnished and paid for—except that in one instance, sometime, I think, in 1814, when Col. Binney, the Navy Agent, met me at the North American Insurance Office in Boston ; and he asked me if I should like to furnish a certain public vessel, which was, as I think, the Washington 74, with medicines and other articles in the hospital department, and receive my pay in treasury notes, there being no other or little other public money in circulation at that time. I replied that I would furnish the articles in question for treasury notes, on condition that the amount of their depreciation, which was then from 25 to 30 per cent. should be added to the wholesale cash prices of the articles I should furnish ; provided, furthermore, that if the depreciation on treasury notes should be less, when the articles were paid for, than at the time of their being furnished, a proportionate allowance should be made in my charges. In the course of this conversation, Mr. Binney asked me (but whether seriously or in jest I know not) whether I would allow him at the rate of ten per cent. of the whole profits of the articles which he should purchase of me, meaning, as I understood, whether I would give him ten per cent. upon my profits in furnishing the supplies in question ? To which I replied, *yes*. Accordingly I furnished Mr. Binney, from time to time, afterwards, for the use of the vessel I have alluded to, with medicines and other articles, to the amount of about two thousand dollars. In the course of six months or more he paid me the amount of the bill, which I had presented to him of these supplies, after deducting the amount of the difference between the then value of the currency and its value at the time when the supplies were furnished ; but in my settlement with Mr. Binney, at the time here alluded to, nothing was said between us relative to the ten per cent. profits, which I have before alluded to.

Question. Who were the parties of the firm, of which you have said you were a silent partner ?

Answer. Samuel Reeves ; and after his death, James M. Smith ; and after his death, Mr. Caleb Bates.

Question. Do you know, or have you any reason, and what reason, to believe, that the public interest could have sustained any injury, by reason of your arrangement with Mr. Binney, in the manner you have stated ?

Answer. In my opinion the public could have sustained no injury whatsoever, inasmuch as the articles I furnished were put at the lowest cash prices, adding thereto the difference of exchange ; and I considered myself in fact as having had the worst of the bargain.

Question. Have you at any time, and when in particular, made Mr. Binney an allowance of 5 per cent. or any other per centage upon the amount of your bills, which he has paid, of medicines to the navy ?

Answer. I have no recollection of ever having settled with Mr. Binney any other bill than the one before-mentioned, and that was adjusted in the manner I have before stated.

(Signed)

GEORGE BATES.

No. 25.

Isaac Jenney, of Boston, merchant, testifies,

That very soon after the appointment of Mr. Binney as Navy Agent, he applied to me, as one of the firm of Josiah Marshall & Co. to purchase for the Government one hogshead of West India rum, and it was sold to him. When I presented the bill for payment, he gave me a list of some mould tallow candles, and some rice, and requested me to add them to my bill. I told him I had not sold him those articles, and did not wish, therefore, to put them into the bill. He then observed that his reason for requesting it was to save a multiplicity of bills. I told him I should object to it for another reason, that the rice and candles were charged at too high a price in his list. Binney then paid the amount of my bill, and I have not been applied to by him for any articles on Government account since that period. The minutes of Mr. Binney, as to the rice and candles in question, were from a young man who kept a store in the same building where Mr. Binney's counting room was; but whether they were in any way connected in business, I know not.

The amount of the rice and candles alluded to, as they were charged in Mr. Binney's bill, was, I think, upwards of 100 dollars, the candles being as I think overcharged 2 cents per pound, and the rice 50 cents per hundred; but I would not and did not include them in my bill—the quantity of rice in question being, according to the best of my recollection, about five tierces, and of the candles, about ten boxes.

No. 31.

James Davis, of Boston, brass founder, aged 44, says,

Has within ten years past, from time to time, manufactured various composition articles for the use of the United States. Sometimes these supplies were furnished upon the application of Mr. Binney, and at other times upon that of Capt. Hull.

In consequence of information given me by several mechanics, that some pews were to be sold in the Methodist Chapel, Bromfield's Lane, in Boston; in October, 1816, I inquired of these same

mechanics the terms on which these pews were to be sold. These mechanics told me that it was understood, that whoever should purchase a pew upon this occasion, in case he should have done any work, or furnished any supplies for Government, would have an opportunity of paying for the pew, at the time of the settlement of his bill with Mr. Binney, the Navy Agent, in the manner following, namely: "Ten per cent. would be deducted from the amount of the bill rendered, to be applied in part payment of the pew."

Under this impression, and with this understanding, I became the purchaser of two of the pews in question, one for 300 dollars, and the other for 170 dollars. A few days after the sale, I received two deeds of the pews, which were made out to me by John Clark, in his capacity of Treasurer of the Methodist Religious Society in Boston, and certified as having been duly registered by Amos Binney, in his capacity of Secretary thereof, and both bearing date 14th October, 1816. When these deeds were sent to me, they came accompanied by blank promissory notes, or notes of hand, to be signed by me for the amount, which, I am very confident, were payable either to Clark, the Treasurer, or Binney, the Secretary, on demand with interest. These notes, in the course of about two years afterwards, were paid by me to Mr. Binney, and the payments were made by giving me credit for the amount in two settlements of bills, which I had rendered to Mr. Binney for brass and composition work, which I had furnished the Government. In the course of these settlements I agreed that Mr. Binney might take off about 20 or 25 per cent. of the bills alluded to, to go in part payment of the pews, the residue of amount due me being paid in money. In the bills before-mentioned, the articles furnished by me were charged at the customary prices, except some little odd jobs, which were charged what we call high. But there was certainly no previous understanding with Mr. Binney that any of the articles in question should be overcharged in my bill against the Government, in consequence of the pews, nor had I ever any conversation with Mr. Binney, directly or indirectly, relative to said pews, until a considerable time after the purchase.

When I settled with Mr. Binney, I asked him if I should have afterwards the same proportion of the public business as though I had not thus settled? He said I should, or something to that effect. Since then, however, I have had but very little to do with Mr. Binney in furnishing articles for Government; nor have I had so much of the business since as I was accustomed to have before, in proportion to what others had before. The reason in my own mind for purchasing the pews, as before stated, was the apprehension, that I should not be employed by Mr. Binney in doing work for the Government if I should not have purchased them. I did not consider, at the time of purchasing the pews, that they were worth in money the price I bid for them. They were all sold at public auction, and the bidding was for the choice, the price of each

pew having been previously established by an appraisement. I afterwards sold one of the pews for 50 dollars less than I gave for it.

Question to witness by Mr. Abbot. Did you not charge an extra price for some jobs, in consequence of having purchased the pews before mentioned?

Answer. It is my impression that I did, but I don't remember the particular articles.

No. 42.

*John Tapley, of Charlestown, county of Middlesex, woodwharf-
inger, says,*

I was employed during the late war, from time to time, in Boston, to inspect cutlasses, which were manufactured for the Government at Leonard's manufactory in Canton, county of Norfolk. I was employed to do this business sometimes by Mr. Jacob Eustis, sometimes by Mr. Amasa Stetson, and at other times by Mr. Binney, the Navy Agent. For my services in this business, it was agreed that I should receive, according to the best of my present recollection, two or two and a half cents for each cutlass—I am not positive which of these prices, but think it was the latter. But when I rendered my bills to the Government, the charge for each cutlass, in one of the bills which I signed, was the sum of five cents a piece for each cutlass. According to the best of my recollection, the bill last mentioned, wherein the charge of five cents per cutlass was rendered to Mr. Binney, and made out in the manner above stated at his request. I do not remember that Mr. Binney gave me any reason for wishing the bill made out in the before-mentioned form. I cannot remember what number of cutlasses were inspected by me in the whole, during the time of my being thus employed, but I should suppose as many as a thousand. The time of my being thus employed was, I think, in the year 1813—14. I cannot remember whether one bill only for this job was signed by me, or whether my charges were contained in sundry bills. Eustis and Stetson paid me for what I did for them, and Binney for what I did by his orders.

The deponent further says—At the close of the war, after I had finished the iron work, which I had agreed to supply for the United States' ship Independence—which was the last business I did in the smith line for the Government—being then much embarrassed in my circumstances, and destitute of money, I borrowed of Mr. Binney 4000 dollars, and gave him as security therefor a mortgage on my house in Charlestown, the interest and principal of which debt I paid him along, from time to time, as fast as I could. About the same time, also, I furnished the Government, or the Navy Yard at Charlestown, from time to time, with lumber and wood, at as low a

rate as I was accustomed to sell the same for cash, and presented my bills to Mr. Binney, who paid the same at their face. Mr. Binney, during this period, was kind and obliging to me, and would sometimes lend me a thousand dollars, or other sums, as I wanted money in the course of my business. I certainly felt grateful for these favours, and made occasionally, in the course of four or five years, presents in perhaps a dozen instances. Sometimes I gave him ten dollars, sometimes fifteen, but this was always voluntary on my part, and never required or exacted of me by Mr. Binney. The whole amount of these gratuities I am unable to state, having never kept any minute thereof, but I should suppose it might be altogether as much as an hundred or an hundred and fifty dollars. I sincerely believe, that these gratuities could have had no influence upon Mr. Binney's conduct as a public agent, nor were they by me so intended; but they were intended as compensation, in addition to simple interest, for the money he occasionally loaned me. It is at any rate most certain, that in making his agreements with me, as Navy Agent, Mr. Binney always beat me down in my prices as low as possible; and generally, where I furnished articles for his own private use, he has paid me higher prices therefor than he would allow me for similar articles, when purchased for Government.

Question by Mr. Abbot. Was there, in any instance, a deduction of five or any other per centage from the bill or bills you rendered Mr. Binney for public supplies?

Answer. No; there was not. They were always paid at their face.

Question by Commodore Porter. Has there ever been any partnership or connection whatever between you and Mr. Binney, or any officer of the navy, in regard to supplying the Government with lumber, wood, lime, or other articles?

Answer. None whatever.

No. 43.

February 11, 1822.

Henry Chapman, a witness produced, sworn and examined in behalf of the United States, testifies and says, viz.

Question. Had you at any time, and when, a copartnership connection in a ropewalk establishment in Boston with Joseph N. Howe, Isaac P. Davis, Joseph Grafton and Amos Binney, or with which or either of them? If yea, be pleased to state the respective interests of the several parties concerned in said establishment.

Answer. Sometime I think in March, 1820, I formed a connection in a ropewalk in Boston with Mr. Isaac P. Davis, Henry Chapman & Co. (said last mentioned firm consisting of myself and

Henry Wainwright, Jr.) Amos Binney and Joseph Grafton. The respective interests of the parties concerned in said establishment were as follows, viz. eleven thirty-six parts of the profits to Mr. Binney, eleven thirty-six parts to Chapman & Co. the same proportion to Isaac P. Davis, and three thirty-six parts to Grafton.

This copartnership was to have continued for the term of one year; at the expiration of which time I notified the parties of my intention to withdraw therefrom. Whether Joseph N. Howe had any interest in the concern I know not; but his name was not in the articles of association.

Question. Were there regular articles of copartnership entered into in writing by the several parties you have mentioned? If yea, what was the date of the instrument, and were the respective interests of the parties thereto such as you have represented?

Answer. The instrument of copartnership was solely between Mr. Binney and Henry Chapman & Co. Neither Mr. Davis nor Mr. Grafton were in form made parties thereto; but it was understood between us that their interest in the concern and share of profits, respectively, should be such as I have already stated.

Question. Was it intended between yourself and Mr. Binney, or either of the parties concerned, that the existence of the copartnership you have mentioned should be kept in secrecy, or was it made openly?

Answer. There was no secrecy about it; for we should certainly never have consented to form any connection of business in that way. The said copartnership was a matter of notoriety in Boston.

Question. During the existence of the copartnership before mentioned, were there any, and if any what quantities of cordage or other articles furnished the Government from your ropewalk?

Answer. There was a large amount of cordage, cables and bolt-rope furnished by us to the Government, during the period alluded to; but I cannot, without an examination of my books, form an estimate of the quantities.

Question. Did Mr. Binney receive from the firm, at any time, and when, any and what allowance, in the way of a commission, on account of the supplies to which you have alluded?

Answer. Our contracts for the supplies, which have been mentioned, were always made with the Government, and not with Mr. Binney, and our allowance for all the work done in the walk, except the Government work, was to be two and a half per cent. to Mr. Wainwright and myself, who were the conductors of the establishment.

It was also understood between the parties to the firm, that there should be allowed to Mr. Davis five per cent. on all the Government work, which he might be able to procure for the establishment, and the same per centage would have been allowed to Mr. Binney for any Government work, which he might have been the means of procuring for the concern. But to my knowledge he never did obtain for us any work of this latter description. The five per cent.

commission, which I have mentioned, on the Government work, was intended as being a proper equivalent or offset of the two and a half per cent. commission on the private work, which was agreed to be allowed to Chapman & Co. as the acting managers of the manufactory. In the settlement of our bills with Mr. Binney we have, as was agreed by the original contract, paid to him the five per cent. commission for the benefit of Isaac P. Davis.

No. 44.

Thursday morning, Jan. 7, 1822.

William Keating, victualler.

I have been in the public service at the Navy Yard in Boston and Charlestown for the term of 25 or 26 years, during which time my employment has been that, sometimes as an assistant of the Store Keeper, and at other times a Quarter Master, and afterwards was rated, as Mr. Fosdick told me, as Boatswain.

Question by Mr. Abbot. Did you at any time and when, suspect there was fraud at the Navy Yard in making up the pay rolls? If yea, what were the facts or circumstances, which induced that suspicion?

Answer. It was common with me to go with the check book to Mr. Fosdick, which book contained my minutes of the days' work done by the different labourers in the yard. At one of these times, to wit, before July, 1816, when I carried my book to Mr. Fosdick, he told me that I made my strokes with the pen *too heavy* between the column in which was inserted the name of the workmen and the columns containing the statement of the number of the days' work; from which circumstance, I suspected he wished that my mark upon the several columns should be made more lightly, so that it might be more easily obliterated, and thereby he be afforded an opportunity of inserting therein other days' work besides those that were actually performed and returned to him in my book. Another ground of my suspicion was, that I afterwards examined one of the returns, which I had made to him, and plainly discovered that *my mark*, such as that which has been alluded to, had actually been erased after it left my hands, and three days' work inserted in its place more than I had reported to him.

Question. On being convinced that there was fraud in the rolls, what measures did you pursue in order to detect the same?

Answer. Being of the Catholic religion, it was common with me, in compliance with an ordinance of our Church, to go once a year to confession. The late Dr. Matignon was my director. I went to him in Boston, one Saturday night in June or July of 1816, when I told him that I considered it my duty to mention to him that there

had been fraud and deception at the Navy Yard. He told me I ought to leave the place, if I could not live honestly there by my pay, and he directed me to call on him again the next Saturday night, which I accordingly did, and he told me to make my disclosures to a high officer of the Government, and to one only.

Accordingly, in the month of July, 1816, I called on Mr. Binney and stated to him my suspicions and the particular circumstances and grounds thereof, as before mentioned; whereupon Mr. Binney requested me to keep from that time a duplicate or extra statement of all my returns to Mr. Fosdick thenceforth; which I did until Mr. Fosdick went away; and after Mr. Fosdick went away, still the accounts were kept by me until the last of December, 1819, in a similar manner.

From time to time, when Mr. Binney came into the yard, he used to say to me, "Mr. Keating, continue, continue," by which I understood he meant I must continue my muster, as usual. One day, in the month of April, 1819, Mr. Binney came into the yard and desired me to call over to his house in Boston that evening, and to bring with me my books. I accordingly went over and took the books with me, and found Mr. Binney with his family at supper. After supper he went with me into another room. He then said he would hold the muster roll in his hand, and I must look over my own book, so that they might be compared together. The names and days' work, as stated in my book, were then called over to him, one after another, until I had got through with a fortnight's work in one branch of business. He then said there was no great difference; whereupon I said nothing more to Mr. Binney on that subject.

Question by Mr. Blake. Upon the comparison which took place between yourself and Mr. Binney on the occasion alluded to, do you know, or have you any and what reason to believe, that in reality any difference or disagreement between the pay roll and your own book did exist? If yea, be pleased to state the grounds of such knowledge or belief, as also the amount of the difference in question.

Answer. I did not see the pay roll, which Mr. Binney held in his hand, as I before stated, nor have I any knowledge of there having been in fact a difference or disagreement between that and my own book, so far as the examination extends, nor any grounds for believing that any difference did in fact exist. I only know that he said there was no great difference.

At the time before mentioned, before I left Mr. Binney's house, he gave me a check for twenty dollars, which I asked him for, stating to him at the same time that I wanted the money to pay some debts which I owed. I was not charged by Mr. Binney for this money.

Question. Did you at sometime in the year 1821, and at what time in particular, and where, receive from Mr. Binney the sum of three hundred dollars, or any other and what sum of money? If yea, on

what account, and upon what consideration in particular, was such sum of money paid to you? Be pleased to state the same particularly, according to the best of your knowledge and belief.

Answer. On the 17th day of June, 1821, as nearly as I recollect, I received from Mr. Binney three hundred dollars in current money, for which I gave him a receipt bearing date on that day, and it was expressed therein that the money was paid to me on account of my having kept the extra books, (which I have before alluded to,) from the year 1816 to the year 1820, and so stated in the receipt.

I was dissatisfied with the amount, and told Mr. Binney it was not a sufficient compensation for the trouble I had had in keeping these books for such a length of time, being thereby often broken of my rest at night.

He made answer to me, saying he had given something before. I then told him he had given me nothing but twenty dollars, and between nine and ten dollars at another time; except that, during the war and at a time of distress, when a quarter part of our pay was lost by reason of our being obliged to take treasury notes, he had let me have articles amounting to about sixteen dollars, and the same to another man by the name of Howland, in the yard. Upon this he said that he had also once advanced on my account about ninety dollars to the said Howland, now deceased, but I know not whether the said ninety dollars were paid by said Binney in the manner he mentioned, *but Mrs. Howland has often told me it never was paid.*—I never had myself any connection in business whatever with Mr. Howland.

For the sixteen dollars, or the nine dollars, and the twenty dollars, which are before-mentioned as having been paid me by Mr. Binney, I never gave him any receipt.

No. 45.

Thursday, February 7, 1822.

Josiah Barker, a witness, says,

I have been the chief ship builder at the Navy Yard in Charlestown, since the 20th July, 1816.

Question. Did you at any time mention or state to any person, or to whom, that the difference between the cost of the ship in Philadelphia and the one at the Navy Yard, Charlestown, must have been owing to some fault or fraud in the pay or muster roll in the latter place?

Answer. The first of my having any knowledge of such a difference as the one alluded to was sometime, I think, in the month of December, 1820, when Capt. Hull received a letter from the Navy Commissioners stating the difference in the cost of labour between

the ship then building in Philadelphia and the one in Charlestown, in which letter it was stated, that the cost of the labour employed upon the last mentioned ship was much greater than that at Philadelphia, and requesting of Capt. Hull an explanation of this circumstance. At this time the cost of the labour of the ship at Charlestown appeared to be about two thousand dollars only less than the cost of that at Philadelphia, whereas the latter ship had then already been launched, while the former was not more than two-thirds ready for launching.

On receiving that letter, Capt. Hull inquired of me how it was possible to account for so great a difference. I observed to him it was impossible there could be in reality that difference between the two ships, and said there must be some error by including in the accounts of this ship the expenses of the Alligator or some other expenses of the yard. In answer to that Capt. Hull said this could not be the cause of the mistake, because the estimates of the Navy Commissioners were founded upon pay rolls, which he had sent on. I then said there must be some error in the pay rolls; for otherwise it was impossible to account for the difference in question. Capt. Hull said in reply, that the error could certainly not be in the pay rolls, but that the men could not have worked upon the ship faithfully. In answer to that I said, that no men could ever have worked more faithfully than my men had done. Thus terminated, at this time, all the conversation between Capt. Hull and myself upon this subject.

Conversations of similar import several times afterwards took place between Capt. Hull and myself upon the same subject.

Sometime afterwards, as I think, between the 15th and 20th of January, 1821, I called upon Mr. Binney for the purpose of receiving my pay of a quarter bill. He said he had not any money, but was going to Washington, and would remit the amount to me from there. I then left his office and walked up the wharf, but soon returned back to him, and requested he would shew me some of the pay rolls, which I had intended to inquire after when I was before at his office, but had forgotten to do so; and I requested him to begin with the examination of the pay rolls, first with that of September, 1819. He asked me why I wished to see the pay rolls. I answered I wished it for particular reasons, if he had no objections. He said he had not any objections, and then took down the pay rolls, and we examined five of them, comprehending a term of ten weeks, and found them mostly full weeks, being generally twelve days for each pay roll of two weeks. I then observed to him that I wanted to see no more—I was satisfied. He inquired how I was satisfied, and what information I had derived from my examination. I told him I was satisfied where the great expense of the ship was; for I was confident that where twelve days were charged in the pay rolls we had examined, there were not in reality more than nine days' labour really performed. He then asked me if I knew that fact. I

said I did, in my own mind. He then said he must go and see Capt. Hull immediately; for that he (B.) was going to Washington, and the thing must be looked into. He then took up a piece of paper containing some minutes, which he said were the minutes of Mr. Keating. Then Capt. Hull came into the office, and I left it and went home.

Question. Had you ever suspected or mentioned to any person a suspicion as to the fraud or mistake you now allude to, until after the receipt of the before-mentioned letter of the Navy Commissioners?

Answer. No; never.

On the 13th of February, 1822, the Commissioners, having taken the above sixteen depositions, addressed to Mr. Binney the following note:

Boston, February 13, 1822.

SIR,

CIRCUMSTANCES render it necessary that I leave Boston for Washington as early as possible, and I have fixed the period of my departure to the 16th.

The object of my visit here has already been explained to you, and the course which would be pursued in the investigation which Mr. Blake and myself are required to make.

Much evidence has been examined on the part of Lieut. Abbot, the prosecutor in this case, and some points require explanation. It will be extremely agreeable to me, and no doubt satisfactory to the Department, and I hope also to yourself, that they should be explained before my leaving here. May I request of you, therefore, that you will call, at 10 o'clock tomorrow morning, at the room in the Exchange occupied for the purpose, in order that the explanation required may be obtained?

The points requiring explanation are—

- 1st. Bunting, purchased of R. G. Shaw.
- 2d. Hemp, purchased of J. R. Gray.
- 3d. Gin, purchased of Cushman.
- 4th. Prize ship and cargo of lumber, purchased of J. Brazer.
- 5th. Brigantine Rambler, purchased of B. Rich.

There are some other things of minor character, which will be exhibited to you for explanation when we meet. At present I name only the most prominent cases, that you may come prepared with books, documents, &c. &c.

Very respectfully,

Your obedient servant,

D. PORTER.

AMOS BINNEY, Esq. }
Navy Agent. }

This note was received by Mr. Binney about 8 o'clock on the evening of the 13th February, and required his attendance with books, papers and explanations, on the next morning at 10 o'clock. Short as was this notice, and various as were the matters to be explained, Mr. Binney appeared before the Commissioners at the time appointed, on the 14th February, and read over such of his public documents as were necessary to give a full and satisfactory explanation of every one of the cases alluded to in these sixteen depositions. Whereupon the Commissioners requested Mr. Binney to furnish them with copies of the papers, which he had read, and to commit to writing the statements which he had verbally made, to accompany those copies, which was done by Mr. Binney as follows.

EXPLANATIONS.

To Commodore David Porter, and George Blake, Esq.

Boston, Feb. 14, 1822.

GENTLEMEN,

I HAVE received your note of yesterday, advising of the progress made in the examination of the evidence adduced by Lieut. Abbot upon his complaint, which you have been authorized to investigate, and stating five points upon which you desire my explanations, viz.

- 1st. Bunting, purchased of R. G. Shaw.
- 2d. Hemp, purchased of J. R. Gray.
- 3d. Gin, purchased of Cushman.
- 4th. Prize ship and cargo of timber, purchased of J. Brazier.
- 5th. Brigantine Rambler, purchased of B. Rich.

And also stating that some other things, of minor character, would be exhibited to me for explanation at an interview, which you requested with me this morning at 10 o'clock.

I have now the honour to state in writing the substance of the explanations, which I had the pleasure to communicate verbally at that interview. As nearly as I can recollect them, my explanations were as follows, viz.

- 1st. *Of Bunting purchased of R. G. Shaw.....Depositions of A. Green, No. 1 ; C. Eddy, No. 2.*

I FIND, on examination of my books and files, that on the 29th day of August, 1812, I received a letter from Commodore Tingey, dated Washington, August 22d, 1812, requesting me, under authority of the Secretary of the Navy, to purchase and forward to the Navy Yard, Washington, seventy-two patent illuminators ; and also that I would *advise* the Navy Department whether a quantity of bunting

could be purchased in Boston, and at what price. A copy of this letter is herewith marked A.*

My letter to the Secretary of the Navy, marked B. dated 1st November, 1812, informs him that the patent illuminators ordered on the 22d August are prepared and ready to be shipped by the first vessel for Washington, and that I can furnish the bunting named at twelve dollars and fifty cents per piece, assorted colours.†

*** A.**

Navy Yard, Washington, 22 August, 1812.

SIR,

I AM directed by the Secretary of the Navy to request you to procure and forward to this yard seventy-two patent illuminators agreeably to the enclosed list: Also that you will be pleased to inform the Department whether a quantity, say 100 pieces, of bunting are procurable at Boston, and at what price—assorted colours.

I am, very respectfully, Sir,

Your obedient servant,

THOMAS TINGEY.

AMOS BINNEY, Esq.

† B.

Boston, November 1, 1812.

SIR,

YOUR order of the 22d August, communicated by Commodore Tingey, for seventy-two patent illuminators, will be sent to the Navy Yard, Washington, by the first conveyance. In answer to your request, through the same medium, respecting the purchase of 100 pieces of bunting, I have it in my power to say, that the recent importations from England have included several bales of bunting, and that I can procure the quantity you requested, of assorted colours, red, white and blue, at twelve dollars and fifty cents the piece. This price, although very high for the quantity, is three dollars a piece less than I have been obliged to pay for the same articles for the ships of war recently fitted from this port.

Respectfully, your obedient servant,

A. BINNEY,

Hon. PAUL HAMILTON, }
Secretary of the Navy. }

C. is a letter from the Secretary of the Navy, dated 9th November, 1812, ordering the bunting to be purchased at the price named and forwarded to Washington. Received 14th November.*

D. is my letter to Commodore Tingey, advising that the bunting has been shipped, and covering invoice and bill of lading of the same, dated 20th November, 1812.†

* C.

Navy Department, November 9, 1812.

SIR,

I HAVE received your letter of the 1st instant. Purchase the 100 pieces of bunting and send them to this place to be delivered to the Navy Store Keeper at the Navy Yard.

I am, Sir, respectfully,

Yours,

PAUL HAMILTON.

AMOS BINNEY, Esq. }
Boston.

† D.

Boston, November 20, 1812.

SIR,

ENCLOSED you will receive an invoice and bill of lading of one box bunting and two barrels patent illuminators, shipped in the sloop Atalanta, Lemuel S. Jenyns master, bound for the port of Alexandria, for account of the United States Navy Department, and to be deposited in the navy store at the Navy Yard, Washington.

This is the first safe opportunity of sending the illuminators since they were prepared, and I have no doubt of their coming safe at this time, the sloop being in condition to be defended from the enemy's privateers by a part of the men shipped here by Lieut. Jones, for the frigate Adams at Washington.

Be so obliging as to acknowledge the receipt of the bill of lading, and also of the goods, when arrived.

Respectfully, Sir,

Your obedient servant,

AMOS BINNEY,

Commodore THOMAS TINGEY, }
Navy Yard, Washington. }

E. is an extract of a letter from Commodore Tingey to me, dated 14th January, 1813, advising that the bunting has been received.*

F. is a copy of a bill of bunting which I purchased of R. G. Shaw on the 19th October, 1812, at \$12, amounting to \$1545; also copy of N. Thayer's bill of bunting, dated 2d and 9th October, 1812, at

INVOICE of one Box containing Buntings, and two Barrels containing Patent Illuminators, shipped by AMOS BINNEY, Navy Agent at Boston, on board Sloop Atalanta, LEMUEL S. JENYNS Master, bound from Boston to Alexandria, and consigned to Commodore THOMAS TINGEY, for account and risque of the U. S. Navy Department.

T.		1 Box containing			
	31 pieces long white Bunting	\$12,50	387	50	
<i>U. S. N. Yard</i>	4 " narrow "	7,00	28	00	
	33 " wide red "	12,50	412	50	
<i>Washington.</i>	18 " wide blue "	12,50	225	00	
	5 " narrow "	7,00	35	00	
	Box \$1,50, truckage & wharfage,	50	2	00	
					1090
T:		2 Barrels containing			
	24 6 in. Patent Illuminators	\$5,00	120	00	
<i>U. S. N. Yard</i>	12 7 in. " "	6,00	72	00	
	12 12 in. " "	16,00	192	00	
<i>Washington.</i>	12 7 in. polished lens ditto	10,00	120	00	
	12 10 in. " "	15,00	180	00	
	Trucking,		50	684	50
					\$1774 50

AMOS BINNEY.

Boston, Nov. 20, 1822.

* E.

Navy Yard, Washington, 14th January, 1813.

SIR,

I HAVE the pleasure to inform you, that the bunting and patent illuminators have arrived safe at Alexandria; and have the honour to be,

Respectfully, Sir,

Your obedient servant,

THOMAS TINGEY.

AMOS BINNEY, Esq.

§15 and §17; also copy of N. Thayer's bill, dated 26th August, 1812, at §14.*

G. is an extract from the remarks of Mr. Turner, dated 17th March, 1813, upon my accounts to 31st December 1812, suspending A. Green's bill of bunting, Voucher No. 27, Abstract M, for December, 1812.†

* F.

October 19, 1812.

*Mr. Amos Binney, United States Agent,**Bought of R. G. Shaw*

45 pieces broad scarlet Bunting	}	120 pieces, at §12	1440
45 " " white "			
30 " " blue "			
6 " narrow scarlet "	}	15 pieces, at §7	105
5 " " white "			
4 " " blue "			
			1545
Discount for cash $2\frac{1}{2}$ per cent			38 62
			<u>§1506 38</u>

Received payment for R. G. SHAW,
SHIRLEY ERVING, Jr.

Mr. Amos Binney to Nathaniel Thayer DR.
1812.

Oct. 2.	4 pieces N. blue Bunting, at §7½—2 pieces wide	
	red Bunting, at §15	60
" 9.	1 piece Navy Bunting, blue	17
" 9.	1½ piece W. white Bunting at §15—2 pieces scar-	
	let Navy Bunting, at §17	56 50
		<u>§133 50</u>

Received payment,
NATHANIEL THAYER.

† G.

Extract from Thomas Turner's Remarks on Agent's Accounts
to 31st Dec. 1812.

Andrew Green for bunting, §1090 00

Evidence must be produced of the delivery of the shot and bunting. The receipts of the Navy Store Keeper, it is presumed, will be the proper evidence.

H. is my explanation of these remarks, dated 22d March, 1813, and referring the Accountant to the evidence of the delivery into the Navy Yard of the bunting charged in A. Green's bill.*

I. is a copy of Andrew Green's bill of bunting, \$1090, dated 25th December, 1812.†

From these papers it is evident, that the bunting in question was purchased by me on the 19th October, 1812, at \$12; that I had purchased other parcels about the same period at \$14, and at \$15, and

* H.

Extract from A. Binney's Reply to the Remarks of Thomas Turner, dated 25th March, 1813.

Andrew Green's bill of bunting was a purchase made by order of the Secretary of the Navy for the Navy Yard at Washington. The bunting, with a quantity of illuminators purchased on same account, were shipped to Commodore Tingey, as per bill lading annexed to this bill. Commodore Tingey, in a letter of 14th January, acknowledged the receipt of these articles. . . \$1090 00

Very respectfully,

Your obedient servant,

AMOS BINNEY.

† I.

The United States Navy Department

To Andrew Green . . . Dr.

1812.

Nov. 15.	To 31 pieces white Bunting,	at \$12,50	\$37 50
	" 4 " narrow do.	7	28
	" 33 " wide red do.	12,50	412 50
	" 18 " " blue do.	12,50	225
	" 5 " narrow do.	7	35
	" Box, 1,50—Trucking, 50		2
			<hr/>
			\$1090

BOSTON, December 25, 1812. Received of AMOS BINNEY, Esq. United States Navy Agent at Boston, ten hundred and ninety dollars, in full of this bill, and have signed duplicate receipts.

ANDREW GREEN.

at \$17; that during the interval of the 1st of November, when I offered to sell it to the Navy Department at the average cost of what I then had on hand, and the 14th November, when I received the Secretary's order of the 9th, I had sold all my bunting except 82 pieces wide and 9 pieces narrow. My sales had been effected at \$15 per piece, and I believe I could have sold the whole in one hour at the same price, had I not engaged to sell it at the \$12, as charged to the Department. The reason that I obtained the bill of Mr. Green as a voucher for the article was, because I had supplied a less quantity to the Department than I had purchased of Mr. Shaw, and that I had recently had a misunderstanding with Mr. Shaw, and could not then with propriety desire him to make out such voucher as I needed to obtain a credit at the Department; and Mr. Green, having been in the practice of supplying me with articles of ship chandlery from his store, was requested to assume this bunting and charge it in his bill, which he readily did, after explaining to him the motive and circumstances of the case.—In this transaction the Government have obtained the bunting required at a very much less sum than it could have been furnished in any other way, and I have parted with my bunting at a much less sum than I could have sold it for to any dealer in the article at that time. I understand that Mr. Eddy and Mr. Green have both been examined on this subject, but not having a copy of their evidence, cannot remark upon it. I hope it may not differ from the facts and vouchers now stated and exhibited.

2d.—*Hemp purchased of J. R. Gray.....J. N. Howe's Deposition,*
(No. 3.)

In explanation of the facts and circumstances of this case, I beg leave to refer to the accompanying copies of papers.

K. is my letter to the Secretary, dated 8th March, 1815, recommending the purchase of provisions, shot, and hemp, for the outfit of the squadron destined to the Mediterranean.*

* K.

Boston, March 8, 1815.

SIR,

Your letter of 28th February, advising that a part of the squadron was to be fitted from this port for the Mediterranean, has been received.

It would be advantageous to the public that I be informed of the number and description of vessels which may be ordered to be fitted and supplied from this port, as it is impossible otherwise to make correct estimates of the quantity of provisions and other supplies which may be required, and which it may be proper for me to

L. is the Secretary's letter to me, dated 15th March, 1815, authorizing the purchase of 100 tons of hemp, at \$380.*

provide. Beef, pork, bread, and spirits, being important items, should be provided early, to prevent an augmentation of price at the moment they may be required.

In a contract for 400 tons shot, made by order of the Department in 1812, a large proportion were of 9, 12, 18 and 24 pounds; and but a small proportion of these sizes having been expended from this depôt during the war, while most of the expenditure has been in 32 pounds, there is now a deficiency in 32 pounds. About 60 tons would be required of this size to furnish the two 74's here and at Portsmouth. Shall a quantity be contracted for, or shall they be ordered from other depôts? It is important that I have instructions on this subject early.

Would it not be advisable to purchase 80 or an 100 tons of Russia hemp, and contract for its being worked on public account, and delivered as it may be required? Hemp can be now purchased, of the best quality, at \$380, treasury notes. It may be worked even-handed. Cordage is now \$20. Your directions shall be executed.

With great respect,

Your obedient servant,

AMOS BINNEY.

Hon. B. W. CROWNINSHIELD, }
Secretary of the Navy, Washing- }
ton.

* L.

Navy Department, March 15, 1815.

SIR,

YOUR letter of the 8th inst. is received. You will provide, in due time, for the supplies of two or three frigates, which may be ordered to Boston to fit out for the Mediterranean, and contract for as many shot for 32 pounders as can be made and delivered by the 1st of June, say 100 tons.

I agree to your purchasing immediately, at the price mentioned in your letter, say three hundred and eighty dollars, one hundred tons of best Russia hemp, and have it laid up into cables and cordage for our largest ships, agreeably to such indents as you already have, or may be furnished to you by Com. Bainbridge.

I am, respectfully,

Your obedient servant,

B. W. CROWNINSHIELD.

AMOS BINNEY, Esq. }
Navy Agent, Boston. }

M. is a letter from George Crowninshield & Co. of Salem, offering to sell me hemp, but naming no price. Date 10th March.*

N. is my answer, dated 13th March, informing that I have no authority to purchase their hemp; that I am expecting such authority soon; and desiring their price and terms of payment.†

* M.

Salem, March 10, 1815.

SIR,

OUR B. W. Crowninshield, in a letter to us, dated the 1st inst. mentioned that it was probable you might want some hemp for the use of the navy. We have some on hand of a very superior quality, (clean Riga,) and we believe there is none better or equal to it in the United States. Should be glad to supply you with any quantity you may want at the market price.

Respectfully, we are

Your obedient servants,

GEORGE CROWNINSHIELD & Co.

AMOS BINNEY, Esq. }
Navy Agent, Boston. }

† N.

Boston, March 13, 1815.

SIR,

YOUR letter of 10th inst. is received. I am in daily expectation of authority from the Hon. Secretary of the Navy to purchase, on Government account, 50 or an 100 tons clean hemp. If authorized, the payment will be made in treasury notes at par, within ten days of the delivery of the hemp. Will thank you to name to me your best price on the above conditions.

Respectfully,

Your obedient servant,

AMOS BINNEY.

Messrs. G. CROWNINSHIELD & Co. }
Salem, }

O. is George Crowninshield & Co.'s letter to me of 14th March, fixing the price and terms they require.*

P. is my letter, dated 23d March, accepting their terms.†

* O.

Salem, March 14, 1815.

SIR,

WE have received your letter of yesterday. We have from 60 to 70 tons clean Riga hemp, which we will sell you, or any quantity you may want less than that, for \$350 per ton, upon the terms proposed by you,—treasury notes at par, (hemp delivered in Boston.)

Respectfully,

Your obedient servants,

GEORGE CROWNINSHIELD & Co.

AMOS BINNEY, Esq. }
Boston.

† P.

Boston, March 23, 1815.

SIR,

IN compliance with instructions from the Honourable Secretary of the Navy and your propositions to me under date of the 14th instant,

I will receive from you, delivered in Boston as soon as you can make it convenient, within twenty days, the whole of your best Russia clean hemp—payment to be made in treasury notes at par as soon as received from the Department in answer to my requisition of this date, at three hundred and fifty dollars per ton. The vessels bringing the hemp to Boston will haul to Baxter's wharf, Front Street, south end, and report to me, when Joseph N. Howe, Esq. will receive the hemp and certify the weight.

Respectfully, your obedient

A. BINNEY.

Messrs. GEORGE CROWNINSHIELD & Co. }
Salem.

R. is the bill of George Crowninshield & Co. for about 60 tons.*
 S. is the bill of J. N. Howe, for - - - 40 tons.†

* R.

Boston, *March 23, 1812.* Received from AMOS BINNEY, Esq. Navy Agent at Boston, sixty-eight tons one hundred two quarters and twenty pounds clean Russia hemp, which I promise to manufacture into cables and cordage for account of the United States Navy Department, and deliver the like quantity upon the orders of the said Amos Binney, on demand, in such sizes as he may from time to time require, (having reasonable notice) and for the manufacture of which I am to be paid per agreement. The quality of the cordage to be approved by the officers of the navy.

JOSEPH N. HOWE.

The United States Navy Department

To George Crowninshield & Co. . DR.

1812.

March 23.* To 68 tons, 1 cwt. 2 qrs. 20 lbs. Hemp } \$23,829 37
 at \$350 per ton, . . . }

Boston, *June 14, 1815.* Received of AMOS BINNEY, Esq. United States Navy Agent at Boston, twenty-three thousand eight hundred twenty-nine dollars and thirty-seven cents in full of the above bill, and have signed duplicate receipts.

GEORGE CROWNINSHIELD & Co.

† S.

Boston, *April 13, 1815.* Received from Amos Binney, Esq. Navy Agent at Boston, forty tons clean Russia hemp, which I

* This bill and RECEIPT for the hemp are dated on the 23d March, the day the bargain was concluded for it, although the hemp was not actually received into Mr. Howe's walk until the 28th March, 18 tons, the 12th April, 33 tons, and the 17th April, 17 tons.

The receipts of both are dated 14th and 16th June, 1815, although the bargains for both parcels were made, as will be seen by the correspondence, on the 23d March ; but owing to the delay in transporting from Salem, the bills are made out and receipts dated at the time they were paid, and interest was allowed to the sellers from the date of their sales, viz. 23d March.

promise to manufacture into cables and cordage for account of the United States Navy Department, and deliver the like quantity to the order of the said Amos Binney, on demand, in such sizes as he may require from time to time, (having reasonable notice) and for the manufacture of which I am to be paid per agreement. The quality of the cordage to be approved by the officers of the navy.

JOSEPH N. HOWE.

The United States Navy Department

To Joseph N. Howe . . . Dr.

1815.

April 13.* To 40 tons clean Russia Hemp, for navy } \$14000 00
cordage, at \$350 per ton, . . . }

Boston, June 16, 1815. Received of Amos Binney, Esq. Navy Agent at Boston, fourteen thousand dollars, in full of the above bill, and have signed duplicate receipts.

JOSEPH N. HOWE.

* This bill and RECEIPT for the hemp are dated on the 13th April, although the bargain for it was concluded on the 23d March with Mr. Howe. The reason why the date of these papers does not agree with the date of the purchase, as in the case of Mr. Crowninshield, is this: Messrs. Crowninshield rendered their bill for the hemp purchased of them, made in their own hand writing, and dated on the day of the bargain ; but Mr. Howe's bill was made out by Mr. Bates, my clerk, in my counting room, and he dated the papers on the day they were made, without any reference to the date of the bargain.

T. is a copy of Ray & Gray's bill for 20 tons hemp, bought of them for cash, paid the 8th June, 1815, at \$300.*

On this transaction my recollections are perfect, and as follow : Mr. Howe was at that time in my confidence. When I received the order of the Secretary to purchase the 100 tons of hemp at \$380 per ton, Mr. Howe gained the information, and desired the privilege to turn in, at the same price, such part as Mr. George Crowninshield could not supply. Having obtained Mr. Crowninshield's best terms, \$350 per ton, (\$30 below my authority,) and being advised that his quantity would not exceed 60 tons, I did agree with Mr. Howe, on the 23d March, to receive from him the 40 tons to make up the extent of the order, which he (Mr. Howe) professed to have then on hand in his ropewalk and stores, and that I would pay him the same price which I had agreed to pay to Mr. Crowninshield, viz. \$350 per ton, which was at that time a lower price than I could purchase for from any other man. I paid Mr. Howe for his 40 tons of hemp \$14000, by giving up to him his own due bill or note payable to me for \$12076 58; and the residue of the sum, \$1923 42, was placed to his credit in account with him. Subsequent to the

* T.

Amos Binney, Esq. Navy Agent,

Bought of Ray & Gray,

20 tons of hemp, at \$300 per ton, \$6000 00

Boston, June 8, 1815.

Received payment,

RAY & GRAY.*

* This is the only bill of hemp I ever purchased of Ray & Gray. Compare this with Mr. Howe's transcript from their books, sworn to with his third deposition.

This hemp was received by Mr. Howe, from Cambridge-port, into his ropewalk, as follows:

June 27,	. . . .	2 loads	. . . .	4 tons
29,	. . . .	1 "	. . . .	2 "
30,	. . . .	1 "	. . . .	2 "
July 5,	. . . .	1 "	. . . .	2 "
6,	. . . .	1 "	. . . .	2 "
10,	. . . .	4 "	. . . .	8 "
				— 20 tons.

And was trucked by Otis Claffin.

23d of March, and before the 8th of June, Mr. Howe reported to me, that he had examined his stock of hemp on hand, and was apprehensive that he should be deficient in the quantity, which was required to fulfill his engagements with the Department, and with individuals to supply his contracts for merchantmen now again briskly fitting for sea. He proposed to me to purchase for him 20 tons of hemp to make up the apprehended deficiency. I agreed to furnish him the said 20 tons at the same price which had been paid for it by the Government, (\$350,) and myself to take the risque of its being higher or lower. Mr. Howe readily and cheerfully entered into the agreement. On or before the 8th of June, Ray & Gray offered me a lot of 20 tons at \$300 cash. ~~X~~I accepted their offer, paid them the cash, and turned it in to Mr. Howe, and charged it to him in my account with him. By this negotiation I made out of Mr. Howe, (but not out of the Government, as he has insinuated,) one thousand dollars. He has sworn that of this \$1000 I gave him a check for \$500. I do not remember this fact; but from the liberality of my feelings towards him, at that time, and my dealings with him always, I think it highly probable that I did thus generously present him with the \$500, in consideration of the difference in the price of hemp at the date of my agreement with him and at the time of the purchase from Ray & Gray, when the price had materially fallen. And I now feel assured that my conduct to him and to the Government, in the whole of this hemp affair, has been perfectly correct and honourable. Had my object been to defraud the Government, as my accusers would believe and prove if they could, I might have purchased the hemp within the Secretary's order and pocketed a difference of \$3000 and upwards.

It will be seen and remarked, by a reference to Mr. Howe's testimony on this point, that he is entirely mistaken as to the *price* of the hemp, (it being \$350 instead of \$300, as he swears,) and also as to the *quantity*: His own receipts upon my vouchers, as per R. & S. shew that he received 100 tons and upwards. He swears I turned in about 70 or 80 tons! This evidence of the extreme treachery of Mr. Howe's memory, as to the material facts in the case, are noticed with the intention on my part to assert most positively, that the conversation he alludes to with me, relative to the late Secretary of the Navy, never did take place, and I believe is the creature of his own imagination, either much disordered, or he must be callous to every feeling of gratitude and the sacred dictates of truth. If Mr. Howe really meant to give the Government credit for the \$500 I paid to him, as he swears he meant to do, on account of his claim for losses on treasury notes, why has he not done so? He has been prosecuting his claim for the said loss from that day to this; but in no instance do we see his credit for that sum, or hear him speak of such intention. He is wholly incorrect in this testimony, as in most of the points he has sworn to.

3d.—*Gin purchased of Cushman.....Deposition of A. F. Howe,*
(No. 4;) *E. Cushman, (No. 5.)*

To the first part of this story, relative to the offer of Mr. A. F. Howe to sell me gin on a given day at 55 cents per gallon, which he afterwards sold to Mr. E. Cushman, for me, at the same price, I reply, that I have no knowledge or recollection of the transaction alluded to. I have no bill from Mr. Howe for gin or any other article purchased of him, either on public or private account, during my life. But I believe it highly probable he may have offered me gin at 55 cents, which he afterwards sold to some person who resold it to me at a much higher price; as gin and all other ardent spirits were constantly on the rise, from August, 1812, to January, 1814, I having, I find, on reference to my private bills, paid all prices, from 52 cents to 195 cents per gallon, according to proof and quality. Mr. Howe's evidence in this case is evidently erroneous. He swears he sold his gin to Cushman at 55 cents, and that Cushman sold it to me at 70 cents per gallon, the bill for which he says he saw in Cushman's hand. Mr. Cushman says he paid Howe 57 cents and sold it to me at 60 cents—a great clashing of oaths, to say the least.

In regard to the story of Cushman, who remembers to have sold me gin and many other articles, in the year 1812, for which at first he gave me bills at a certain price, and afterwards other bills at a higher price, to enable me to charge the additional price to the Government; I have carefully examined my books and files of public bills from February, 1812, to September, 1813, and find but one single voucher made in the name of Cushman & Topliff, the firm of his house. This is a bill of cheese, rice, and molasses, for the Chesapeake frigate. In this instance, I find his private bill rendered to me, and his public bill rendered against the Department, exactly agree in price and quantity of every article named. Copies of both these bills are annexed, marked W. and X.* The paper W. is his private bill for 681 lbs. cheese, at 11 cents, and 30 barrels of rice, at \$7 25, 31st May, 1813, settled and signed by reference to his public bill, the paper X. in which the same articles are charged at the same prices. In this public bill he has included several charges for vinegar, dried apples, and horse-radish, the two last purchased by Mr. Chew, Purser of the ship, as substitutes, and evidently included in this bill at the request of Mr. Chew, who has marked the bill examined and approved.

It is true that in 1812 I employed Mr. Cushman, or rather his house, Cushman & Topliff, to make extensive purchases of gin and many other articles of provisions for me, on my private account, for which purpose I always furnished him with cash before the purchases were effected, or immediately on his producing to me his bills of parcels. This money I obtained by loans, on interest, from the

* For W. and X. see the two following pages.

banks, or from individuals ; and I find, on reference to his bills, that from some of them, where he had purchased on time, with his own

* W.

Boston, May 24, 1813.

Amos Binney, Esq.

Bought of Cushman & Topliff,

2 casks Cheese,	170	23			
	187	23			
	<hr/>				
	357	46	—311 lbs.	11	34 21
1 cask do.	162				
	22				
	<hr/>				
	140	lbs.		11	15 40
3 casks for do.					1 12 $\frac{1}{2}$
3 do. empty					1 12 $\frac{1}{2}$
30 barrels Rice,					
2 0 18	1 3	26			
2 0 27	2 0	18			
2 0 2	2 0	3			
2 0 16	1 3	22			
2 0 8	1 3	22			
2 0 12	1 3	27			
2 0 7	2 0	5			
1 3 27	1 3	22			
2 0 6	1 3	26			
2 0 5	2 0	13			
2 0 16	2 0	15			
2 0 3	2 0	10			
2 0 2	2 0	8			
1 3 24	2 0	16			
2 1 5	2 0	10			
	<hr/>				
	31 1	10	30 2	19	
	30 2	19			
	<hr/>				
	62 0	1			

Tare 20 lb. 5 1 12

56 2 17 . at . 7 25 . 411 64
230 lbs. loose Cheese . . . 11 . 25 30

Deduct for errour . . . 2 03

\$486 77

Settled in bill against ship Chesapeake,

CUSHMAN & TOPLIFF.

credit, I made a deduction from the foot of his bills, equal to the interest for the term of his credits, and to other bills I made an addition of one per cent. as a compensation for his trouble, where he had paid cash down. His purchases for me were very large; but after a time, I either suspected or felt satisfied that he did not deal faithfully with me, and I then cut him off from all chance of imposition, by totally withholding from him all patronage. Hence, probably, he has ever since felt disaffected towards me; and it may be, was a willing witness against me, in cases where he supposed he knew something of my business, and where he thought himself injured. My instructions to him while employed were the same as to every other person, whom I employed in the same way as himself, viz. to keep entirely secret the object of his pursuit—the purchase of spirits, or any other article—until he had secured all he wanted at the fair market prices. I have no bills of gin purchased by him for me at a less price than 60 cents per gallon; some are much higher, 65, 68, 70, 72, 75, 80, 85, 100, and 110 cents per gallon, from sundry persons, as occasion required, or as the article rapidly rose in price. In explanation of the manner I adopted at that early period of my agency, to obtain and promptly furnish all the supplies required for the whole American navy in our port at that time, I would make these remarks: I received my appointment early in 1812. In June the war was declared. In Aug. or Sept. the whole squadron came into port. Every ship required complete supplies of provisions and every kind of stores. I was but newly

X.

The United States Navy Department,
for the Frigate Chesapeake,

To Cushman & Topliff . . . Dr.

1813.		
May 25.	For 1050 lbs. Cheese, at 11 cts.—6 casks and packing, 2s. 3d.	\$117 75
"	30 barrels Rice, 6345 lbs.—56 cwt. 2 qrs. 17 lbs. at \$7½	410 73
"	6 barrels Horse Radish, substitute, 600 lbs. at 10 cts.—barrels 1s. 6d.	61 50
"	10 barrels Dry Apples, (11) 40 bush- els, at 175 cts.—barrels, 31 cts.	73 10
"	4 casks Vinegar, 115, 108, 129, 57,— 409 gallons, at 1s.—casks, \$7	75 17
"	30 barrels Flour, at \$15	450
		\$1188 25

Examined. T. I. CHEW, *Purser.*

Approved. JAMES LAWRENCE.

my duty, by a prompt supply of every thing of the navy, either to feed or clothe the ships of war.

In a remark upon Mr. Cushman's affidavit, against me for all the articles named in his said to be a transcript from his books, which with money which I placed in his hands on account has shewn. The sugar and tea to pursers, their private stores. He swears cents per gallon for gin, which agrees with ; and also swears he bought a part of it of Mr. cents. He swears about one fourth part of the below first proof ; that I was ignorant of this he swears he cheated me when he had it in his I infer he would do it again if I would but nity. He swears that he rendered me bills of and settled, and that afterwards I presented of the same articles, at higher prices, made out ment, which he also signed; and although this is wholly untrue, he clearly evinces a hardihood e him to aid and abet another to defraud the Gov- action the fraud by the loan of his own name. He Government credit was at that time better than any now that I gave my notes for purchases—that my when I had no public money on hand, to desire him wait for their pay until money should be sent to me ernment.

are, that at that period I suffered no man to call a se- his payments for any article purchased by me. I owed money from the banks or individuals, and paid at its presentation. In this way I established a repu- prompt pay, which enabled me to save for the Govern- ands of dollars in my purchases for public account, could not have done in any other way.

I conclude with this gin story. I feel an honest pride in a my transactions in regard to it, as I certainly do in every nance of my official conduct. The malicious whispers of may tarnish my character with those who do not know me ; consciousness of my own correct intentions will always, I hope, er yet has done, support me under severe trials, and finally ue to triumph over the machinations of my enemies.

*ize Ship and cargo of Timber purchased of J. Bra-
zer...Deposition No. 6.*

PIERCE of Newburyport, John Brazer and Joseph N.
ston, were agents for the privateer Decatur. This pri-

gle gallon, was upwards of 70 cents, and charged to the ships named at that price, and no more. There is no question but that I should have been justified in charging more, under the peculiar circumstances. My object was not to defraud the Government, but faithfully to

	Brought over,	9997		8453	24
Sept. 14.	J. Ripley	958	60	574	80
15.	C. & Topliff	5221	60	3132	60
	F. & Trull	185	73	135	23
Oct. 20.	J. Howard	223	112½	262	12
Nov. 1.	C. & Topliff	7507	60	4518	95
		24091	gallons.	Cost	\$17076 94

A fraction above seventy cents per gallon.

Memorandum of Spirits furnished public Ships, from 27th July to 20th November, 1812.

The Hornet	. . .	926	gallons, at	70	cts.	\$648	72
President	. . .	2489		70		1742	30
United States	. . .	2645		70		1851	50
Congress	. . .	3373		70		2361	10
Argus	. . .	108		70		75	60
Constitution	. . .	4568		70		3197	60
Chesapeake	. . .	3435		70		2404	50
			17544	gallons.		12281	32
And sold by Abr. French, }							
during the above period, }		6553	gallons.	Cost		4795	62
			24097	gallons,		\$17076	94

The sales by French were as follows :

1791	gallons, sundry persons, at	65	cts.	\$1164	55
1423	"	68		961	64
1941	"	72		1397	52
200	"	80		160	00
1198	"	112½		1347	75
6553	gallons			sold for	\$5031 06

Thus the *profits* on the 6553 gallons spirits, sold by Mr. French to sundry persons on my account, amounted to two hundred thirty-five dollars and forty-four cents.

discharge what I thought my duty, by a prompt supply of every thing required by the officers of the navy, either to feed or clothe the men, or arm and equip the ships of war.

I cannot refrain from a remark upon Mr. Cushman's affidavit. I have exhibited his bill against me for all the articles named in his account handed in and said to be a transcript from his books, which were purchased for me with money which I placed in his hands for the purpose, as his own account has shewn. The sugar and tea were for the supply to pursers, their private stores. He swears he charged me 60 cents per gallon for gin, which agrees with his account rendered; and also swears he bought a part of it of Mr. A. F. Howe for 57 cents. He swears about one fourth part of the gin furnished me was below first proof; that I was ignorant of this fact; and in effect, he swears he cheated me when he had it in his power; and from this I infer he would do it again if I would but give him the opportunity. He swears that he rendered me bills of parcels, which I paid and settled, and that afterwards I presented him with other bills of the same articles, at higher prices, made out against the Government, which he also signed; and although this point of his story is wholly untrue, he clearly evinces a hardihood that would induce him to aid and abet another to defraud the Government, and sanction the fraud by the loan of his own name. He swears that the Government credit was at that time better than any other—don't know that I gave my notes for purchases—that my practice was, when I had no public money on hand, to desire him and others to wait for their pay until money should be sent to me from the Government.

The facts are, that at that period I suffered no man to call a second time for his payments for any article purchased by me. I always borrowed money from the banks or individuals, and paid every claim at its presentation. In this way I established a reputation for prompt pay, which enabled me to save for the Government thousands of dollars in my purchases for public account, which I could not have done in any other way.

To conclude with this gin story. I feel an honest pride in a review of my transactions in regard to it, as I certainly do in every other instance of my official conduct. The malicious whispers of calumny may tarnish my character with those who do not know me; but a consciousness of my own correct intentions will always, I hope, as it ever yet has done, support me under severe trials, and finally enable me to triumph over the machinations of my enemies.

4th. *The prize Ship and cargo of Timber purchased of J. Brazer....Deposition No. 6.*

BENJAMIN PIERCE of Newburyport, John Brazer and Joseph N. Howe of Boston, were agents for the privateer Decatur. This pri-

vateer captured and sent in a ship bound from Quebec to England, loaded with timber. The agents, who could not sell this ship or the timber at any price thought near their value, applied to me for a sale. The Department wanted the timber, and also the ship to make into a receiving ship, and save the expense of six dollars a day, which we were then paying for an old vessel hired into the service. I conferred with the commandant of the Navy Yard on the subject. It was arranged between us, that we should write to the Department for authority to purchase both, and that I, in the mean time, should take measures to ascertain the worth of the cargo, and also the lowest price at which the agents would sell. I appointed Jacob Rhoades, J. Barker, Ballard & Hart, Lincoln & Wheelwright, ship builders, and W. & J. Harris, mast makers, to examine the invoice of the cargo and report to me their opinion of its value. They did report, some verbally and some of them in writing. With these opinions, after a further consultation with the commandant of the yard, I offered Benjamin Pierce \$4000 for the whole ship and cargo, which was thought at the time vastly less than the real value, especially as we were then under orders to prepare two sets of spare spars for frigates, and in this cargo were many excellent mast pieces, which we could not obtain in this part of the country in time of war. Pierce and the other agents accepted this offer. On the 26th February, 1813, I gave Pierce a check for the \$4000, took a memorandum from him, in which was a condition that the ship should lay at the wharf in Boston free of expense, while we, at our own expense, could discharge the cargo. This was effected at the following cost:

I paid a gang of labourers for hoisting out and rafting to the Navy Yard	258
To J. Holbrook for rum furnished those labourers while discharging	15 50
T. Bryant for his teams, hauling the timber up	87 43
To labourers for piling up in the yard	25 48
Making	\$386 41*

* Major Brazer must have forgotten the detail of the bargain. And as corroborative of my statement, I annex a copy of one of the bills which was originally made out against the major, Mr. Bryant having understood at the time, that he (Brazer) was to deliver the timber, &c. into the Navy Yard.

(COPY.)

<i>Major Brashure to Timothy Bryant,</i>	<i>Dr.</i>
1813.	
March 6. To carting plank and staves	24
„ hauling 58 tons timber out of dock at 1s6	14 50
„ hauling 234 tons pine timber at 1s	39
„ paid Anger, Morse, Niles and myself for piling timber, staves, &c.	9 93
Received payment of A. Binney,	\$87 43
TIMOTHY BRYANT.	

The timber having been all piled up in the Navy Yard, and the ship delivered at the Navy Yard wharf, the expenses added to the cost made a sum of \$4386, 41.

On the 29th March, 1813, I made out duplicate bills against the Government in the names of John Brazer and Joseph N. Howe, two of the agents aforesaid. Mr. Pierce, living in Newburyport, was not added.

These bills were for the ship, as per annexed paper marked U.*	800
And for the timber, as per annexed paper marked V.*	3585 68
Making together	\$4385 68
The first cost paid Pierce	4000
The expenses per V. on the margin of the original	386 41 — \$4386 41
Being more than I charged by	73

* U.

The United States Navy Department

To John Brazer and Joseph N. Howe, Dr.

1813.

Feb. 26. For the prize ship William and Charlotte of — tons, for a stationary receiving ship, eight hundred dollars, \$800 00

Approved,

ISAAC HULL.

Boston, March 29, 1813. Received of Amos Binney, Esq. United States Navy Agent at Boston, eight hundred dollars in full of the above bill, and have signed duplicate receipts.

JOHN BRAZER,
JOSEPH N. HOWE.

* V.

The United States Navy Department

To John Brazer and Joseph N. Howe, Dr.

1813.

March. For 1 Mast, 82 feet long, 24 inch . . 150
" 1 Mast, 84 feet long, 25 inch . . 150

Carried over \$300

It will be seen by the bill V. that I carefully endeavoured to average the whole cost and expenses upon the timber, as I have made out the bill, in fractions, in order to get the exact amount, and have myself *lost* seventy-three cents by the transaction. These bills, so made out and explained to Mr. Brazer and Mr. Howe at the time, were readily signed by them, when I gave up to them the memorandum which Mr. Pierce first gave to me for the purchase money. They did not hesitate or make the least objection to the transaction; nor could they with any reason or propriety, as they were satisfied on the spot that I had paid out every cent of the amount of their bills to place the timber in the Navy Yard. They both exclaimed that the Government had got the ship and cargo for a song, implying it was very cheap. I always believed it to be a very good purchase, and had I been disposed to defraud the Government, as Mr. Brazer's testimony would imply, I could have taken advantage of this case and made a few thousand dollars instead

	Brought over	300
For 1 Mast, 88 feet long, 24 inch	.	150
" 1 Mast, 88 feet long, 25 inch	.	150
" 1 Bowsprit, 59 feet long, 28½	.	100
" 51 Oar Rafters of 12 and 20 feet, at 75 cts.		38 25
" 2339 leager Staves and Heading at \$1, 20		340 58
" 708 pieces pine Deal, viz.		
10 of 7 in. by 2½ and 12 feet long,	175 feet	
190 of 9 in. by 2½ and 12 feet long,	4275 "	
508 of 11 in. by 2½ and 12 feet long,	13970 "	
	Feet 18420 at 12 cts.	221 04
For 71 pieces W. O. Timber, 2342 cubic feet,		
58 tons, 22 feet, at \$12		702 60
" 246 pieces yellow pine Timber, 9382 cubic		
feet, 234 tons 22 feet at \$6½		1583 21
Timber,	3200	
Labour,	238	
Holbrook, rum, 15 50		
Bryant, hauling		
and piling up, 112 91		
	386 41	
	Approved,	
	ISAAC HULL.	\$3585 68

Boston, *March* 29, 1813. Received of Amos Binney, Esq. Navy Agent at Boston, thirty-five hundred and eighty-five dollars and sixty-eight cents in full of the above bill, and have signed duplicate receipts.

JOHN BRAZER, *
JOSEPH N. HOWE.

of actually losing seventy-three cents, besides all my trouble and the loss of the interest on my own money, with which I paid them. Mr. Brazer's testimony, compared with his own bill, will sufficiently demonstrate that he is at least very much mistaken, if not designedly wrong. He swears he signed a bill for 800 dollars more than I paid. His own bill shows to the contrary.

5th. *The Brig Rambler, purchased of B. Rich.....Deposition No. 7.*

In explanation of this story, I beg leave to refer to a letter from the Secretary of the Navy, dated 29th June, 1813, covering an extract of his letter to Commodore Bainbridge of the 25th June, 1813, authorizing the purchase of Capt. Rich's brig Rambler at \$18,000. This paper is annexed, (marked Z.*) My letter to B. Rich, dated July 2, 1813, in which I accept his offer to sell his brig, on the terms which, it seems, he must have verbally stated to me, is

* Z.

Extract of a Letter from the Navy Department to Commodore Bainbridge, dated June 25, 1813.

"I HAVE received yours of the 16th instant covering the inventory of the brig Rambler, with your remarks upon that vessel, from which I conclude she will make an excellent cruiser; and as the unprotected state of the eastern coast admits of no delay, I have authorized the Agent to purchase her for the service at the lowest attainable price, not exceeding \$18,000, exclusive of armament."

* Navy Department, June 29, 1813.

SIR,

THE foregoing is an extract of my letter to Commodore Bainbridge of the 25th instant, when it was intended to have given you instructions in conformity therewith, but was inadvertently omitted. You are now authorized to carry into effect the object of that letter, on the terms therein stated.

I am, very respectfully,

Your obedient servant,

WILLIAM JONES.

AMOS BINNEY, Esq. }
Navy Agent, Boston. }

marked AA.* BB.† is the receipt of B. Rich, dated July 6, 1813, for the purchase money paid. CC‡ is my letter to the Secretary of the Navy, dated 2d July, 1813, advising that the purchase of the

* AA.

Boston, July 2, 1813.

SIR,

Your price and terms for the brig Rambler, exclusive of her armament, are accepted. Commodore Bainbridge will send an officer and crew to take charge of her early on the morrow morning.

Respectfully, yours,

AMOS BINNEY.

Capt. BENJAMIN RICH.

† BB.

Boston, July 6, 1813. Received of Amos Binney, Esq. United States Navy Agent, eighteen thousand dollars in full for the late brig "Rambler," now United States sloop of war "Rattlesnake," sold by myself to said Binney for account of the United States Navy Department, as per bill of sale dated the 3d instant, and for which sum I have signed duplicate receipts.

BENJAMIN RICH.

‡ CC.

Boston, July 2, 1813.

SIR,

UPON the authority of Commodore Bainbridge I have purchased for account of the Navy Department from Capt. Benjamin Rich the brig Rambler for \$18,000, exclusive of her armament. Capt. Rich had engaged a cargo for her, and was about to send her to sea, which induced him to demand pay more promptly than otherwise he would have done. I must pay him within twenty days. Her equipments and outfits will require a further sum.

There is therefore required the sum of twenty-five thousand dollars, for the purchase of brig Rattlesnake. \$25,000.

Will you do me the honour to remit me this sum.

With great respect, I am, Sir,

Your obedient servant,

AMOS BINNEY.

Hon. WILLIAM JONES, }
Secretary of the Navy. }

brig had been effected upon the authority of Commodore Bainbridge, before his letter of the 29th of June was received by me, and asking a remittance of \$25,000 to enable me to pay Capt. Rich \$18,000, the consideration of the sale, which I had engaged to do within 20 days from the date, and for her repairs estimated at \$7,000 more. DD.* is my letter to the Secretary of the Navy, dated 21st June, 1813, asking for a remittance of \$60,000 required on the 5th of June, and a further sum of \$50,000, to enable me to meet the claims upon me for labour and supplies, and stating my embarrassment for want of funds. Thus stands my documentary evidence. This the testimony of Capt. Rich perfectly corroborates, except that in the interval he has forgotten the price I paid him for his brig.

* DD.

Boston, June 21, 1813.

SIR,

I HAD the honour, on the 5th instant, to make a requisition on you for sixty thousand dollars—

For repairs of frigate Chesapeake,	10,000
„ pay, &c. of the Navy,	20,000
„ purchase of provisions,	20,000
„ contingent expenses,	10,000
	\$60,000

To which I am yet without your answer, and consequently embarrassed for want of funds to meet the claims upon me for labour and materials for account of the Department.

I have now the honour to make this further requisition for the sum of fifty thousand dollars—

For building sloops of war,	20,000
„ repairs &c. for frigate Chesapeake,	10,000
„ building of 74 gun ship,	10,000
„ purchase of provisions,	10,000
	\$50,000

Will you do me the honour to direct a remittance of this sum to me, in addition to the sum required on the 5th instant?

With great respect,

I am, Sir,

Your obedient servant,

AMOS BINNEY.

Hon. WILLIAM JONES.

He thinks it was \$20,000; whereas it was only \$18,000. He thinks I gave him my note on 4 or 6 months time; whereas I state to the Secretary, in my letter CC. that I had promised him the money in 20 days. He thinks he discounted me, sometime about a month after, the interest on the note for the time it had to run before due; whereas it was in fact something more than the simple interest, because, as he expressed himself at the time, he wanted the cash immediately, and it was rather uncertain whether he could depend upon it at the time I had promised it, as the \$60,000 which I had required on the 5th of June had not yet been remitted to me. He expressed himself perfectly satisfied with the transaction at the time, and has always since. The Government have not been defrauded, for all due precautions had been taken, both by myself and by Commodore Bainbridge, to obtain the vessel at the very lowest price, (\$18,000,) which had been reported to the Secretary in the Commodore's letter of the 16th of June, 1813, and by him accepted. The matter of the trifling discount for the short credit was in consideration of my using my own funds to accommodate Capt. Rich, and as he believed to promote his interest.

I now proceed, with much satisfaction to myself, in my explanations of the several other things alleged against me, which you have been pleased to denominate of a minor character.

Deposition No. 42.....John Tapley's Bill of Inspection of Swords.

IN the years 1812 and 1813, I frequently wrote letters to the Navy Department recommending and urging the propriety of giving me orders to procure and prepare a variety of articles, which the operations of the war would render necessary for the arming and equipment of our public ships, the officers and crews: I seldom obtained specific instructions on this subject, and never any discretionary authority to provide any article whatever, however essential, until the moment it was required for immediate use. Hence I was often very much embarrassed to obtain a variety of articles, when they were actually required for immediate use, and in these cases was always obliged to pay what I considered exorbitant prices. On a deliberate view of this subject, and fully believing that the result would justify the experiment, I assumed the responsibility of taking measures to obviate these embarrassments, and prevent, as far as possible, the delays and losses which would accrue to the service by a course so improvident; and, for the good of the service, I resolved, on my own responsibility, cost and risque, to prepare and place in my own depôt, a variety of essential articles of

supply, both of provisions, clothing, arms, and such other things as I knew must always be wanted, but not always to be obtained at a moment's notice. Among other articles, in the year 1813, I engaged of Messrs. Dunbar and Leonard upwards of 2000 marine swords or cutlasses. These were occasionally brought in, as fast as they could be manufactured. I employed Mr. Tapley to inspect and prove these swords, as delivered, by the usual test. For this service, I stipulated to pay him two cents per sword. It may have been sixteen or eighteen months from the time he began his inspections until all were proved, or even more. I cannot find, by a careful examination of my books, that I ever received from him a bill for these services, which I charged to the Government, and I am confident that he never gave me such a bill. The annexed paper EE.* is a copy of the only bill, which he ever rendered to me for these services. By this it will be seen, that I paid him two cents each, and no more; and this sum has not been charged by me to the Government. I find I charged this inspection to the manufacturers, and it was so much deducted from their bills in part pay for the swords. Mr. Tapley, in his deposition, was very undecided in the amount which he thought he had either charged me or received from me—thinks it may have been two and a half cents he received, whereas he thinks he gave me a bill for five cents each. He evidently had forgotten the facts. The result of this private arrangement, which I made at my own risque, was such as to enable me to furnish swords to the Lakes Champlain and Erie, to the ships of war at Philadelphia, New York, New London, Newport, Portsmouth and Boston, at a moment's warning; and they were always supplied at the actual cost of purchasing, transportation, and other contingent expenses; whereas, but for the interest and responsibility which I took, it is possible our sailors could not have fought their ever-to-be-remembered battles, or gained their most glorious victories.

* EE.

The United States Navy Department to John Tapley.....Dr.

1814. To inspecting 2216 Swords, at 2 cents . \$44 32

Boston, April 22, 1815. Received of Amos Binney, Esq. Navy Agent, forty-four dollars and thirty-two cents in full for the within bill.

JOHN TAPLEY.

Deposition of Jeremiah Fitch, (No. 8;) and B. Homes. (No. 9.)

JEREMIAH FITCH's deposition, relative to the bills settled for Ebenezer Larkin's estate, requires an explanation somewhat more in detail than many of the others. He has sworn, that I told him, on the 17th of May, 1814, when he made *one* of his settlements with me, that Mr. Larkin in his life-time had promised me a discount from his bills; that I then claimed it of him as the executor of Larkin; and that I deducted out of the bills, amounting to \$114,84 the enormous sum of \$16,60, which is equal to about 15 per cent. The balance, (\$98,24) being paid to him by my check on the bank. Now any man who should read this deposition, and know no more of the facts than Mr. Fitch has been pleased to place upon record, would naturally suppose, that there had been an agreement between Mr. Larkin and myself that I should receive about 15 per cent. from all his bills of stationary furnished me for public account. Had I been present at his examination, and by my questions drawn from him the whole truth relative to the settlement with me, which he has stated, his affidavit never would have given so strong a colouring against my conduct as he has chosen or inadvertently allowed it to give. My statement is as follows, and Mr. Fitch will corroborate it under oath at any moment when properly called upon for the purpose.

Mr. Larkin was an honourable man. After my appointment as Agent he did agree with me, that for all stationary which I should order from his store, he would charge it at a discount from his usual retail prices, thereby furnishing the Government at less prices than any other stationer would do it; but he never proposed, or as a man of integrity and honour would have consented, to discount from the foot of his bills any premium or percentage for my benefit or emolument, as Mr. Fitch would represent. During his life all bills settled with Mr. Larkin were paid in full by me; and in no case did he allow or pay to me the value of a single cent. After his decease, and the appointment of Mr. Fitch and Mr. Homes as administrators on his estate, Mr. Fitch presented to me all his bills against the several ships and station on the 25th of January, 1814. Some of these bills had been duly certified and approved by the proper officers, to render them suitable vouchers to charge in my account; others of these bills had not been duly authenticated for payment. I observed to him that such portion of said bills as were approved I would pay from the first cash received from the Navy Department, (being then wholly destitute of public funds) and the other bills I would send over to the Navy Yard for approval, which, when approved, I would also pay. He urged the present payment of all the bills approved, and I consented to pay them accordingly, with an understanding that when the residue of the bills should be

settled, he should allow the discount which might then exist upon treasury notes in the market. He assented, and the following bills were then settled with Mr. Fitch, viz.

My accounts for Jan. 1814,

Abstract A. No. 82.—	\$119 76
" " 83.	177 72
" " 84.	39 25
" " 85.	9 34
" " 86.	15 83
" E. 12.	18 00
" M. 13.	62 70
" O. 14.	43 87
" " 15.	92 81
" T. 6.	55 08
" " 7.	61 97
	<hr/> \$696 33

For these bills, amounting to six hundred and ninety-six dollars, $\frac{33}{100}$, I gave Mr. Fitch my check on the bank, with the understanding as above.

On the 17th of May, 1814, both Fitch and Homes called upon me and settled the residue of the bills as follows, viz.

May, 1814, Abstract I. No. 15.	\$27 12
" " 16.	22 00
" N. 13.	25 02
" U. 7.	8 96
" " 8.	29 99
And my office bill,	1 75
	<hr/> 114 84

Making the whole amount of bills settled eight hundred and eleven dollars seventeen cents. On this whole sum they deducted the exchange between treasury notes and cash. The rate was about two per cent. . . . 16 60

Leaving me to pay in *Boston money* \$794 57
 I had given them my check on the 25th Jan.
 for 696 33
 And gave them another check this day for . . . 98 24

Thus are Mr. Fitch's impressions, recollections, and expostulations, as to the amount of his bills, proved to be incorrect.

It is worthy of remark, that the agreement made between me and Mr. Larkin, as stated by Fitch, was wholly neglected at the

first payment made in January ; and Mr. Fitch cannot account for this neglect. Had such an agreement actually existed, it would have been a weak thing in me, to have omitted to deduct my bonus or percentage from the \$696,33, and then demand it on the small amount of \$114,84.

Mr. Homes, in his deposition (No. 9. taken 25 February) admits, that on the first payment I claimed no discount from the bills ; but states that on the second payment I did make a deduction, and handed them the balance in money, when some conversation ensued, and that I smilingly replied that it was all correct, to which they assented, believing that I might have had an understanding with Mr. Larkin to receive some such emolument. He does not remember that any thing was said upon the subject of discount on treasury notes, but believes that species of money was under par at the time from five to ten per cent. It can hardly be conceived that so correct a man as Mr. Homes should have silently acquiesced in a deduction from the bills which he receipted to me in full, unless he had been satisfied that it was correct on my part, as well as on his own. He must know that I received my public money in treasury notes—he was paid in bills or checks equal to specie ; and he must also know, that myself or Larkin's estate must have lost the exchange thereon.

The Deposition of Nathaniel Freeman (No. 10.)

is correct as to the fact he states. A bale of blankets was purchased of him, for which I was to pay him two hundred and sixty-four dollars in cash. At this period all my public funds were received in treasury notes, which notes were at a discount of from twenty to twenty-five per cent. The bill for these blankets was made out in his name against the government for the ship Independence, with the addition of the exchange on treasury notes. This bill having been certified by Purser Ludlow, and approved by Commodore Bainbridge, was settled by me with Mr. Freeman in the manner he states. And what other course, I ask, could I have adopted to have saved myself from the loss, which I must otherwise have sustained upon these treasury notes? Mr. Freeman was perfectly satisfied with the transaction at the time, as entirely correct, and so must every man be, who is made acquainted with the facts.

Doctor George Bates (No. 24.)

was introduced to show that I had been in the habit of purchasing medicines and hospital stores under a stipulation that I should be

allowed by the parties concerned a certain premium. His deposition entirely exonerates me from this base insinuation; and he corroborates the statements I have made, as to my uniform practice of sending circulars to ascertain the lowest prices and best terms for supplies before I made my purchases.

Isaac Jenney's Story of Rice and Candles. (No. 25.)

On examination of this story, I find no point to which I can direct a reply. I have no knowledge of the hogshead of rum, which he states to have sold me soon after I was appointed Agent, in 1812, have carefully looked over my files of bills several times, and can find no such bill as he refers to; and as to the rice and candles he names, it is impossible to define what he would be understood to mean. He says the minutes were from a young man who kept in the same building where my counting room then was—don't know whether this young man had any connection in business with me—thinks the rice and candles were charged too high—the whole worth upwards of \$100, being about five tierces of rice and ten boxes candles. Now this is a most silly story for a man of business like Mr. Isaac Jenney. Ten boxes of dipped candles of 40 pounds each, the usual weight, would be worth \$80; and five tierces of rice at the price of 1812, say \$7, would be worth \$175 more, making \$250 or upwards; and then to say that because he would not gratify my whim, by including those articles with his rum, I have never called upon him since for any supplies, is very extraordinary. If Mr. Jenney would call upon me, I could shew him many bills of parcels purchased of Isaac and Stephen Jenney since that period, and for all which I have paid them exactly according to agreement. When he is better informed on the subject of my duties, he will learn that for all bills of rum, rice and candles furnished for account of the navy, I require a receipt of some purser, and approval of some officer, before I pay the bill. Had his rum been purchased by me for the navy, all this formality must have been gone through before I could pay his bill; and as it does not appear by his very circumstantial evidence, that any purser or officer of a ship was thought of, it seems highly probable to me, that he is wholly mistaken in the facts he would state.

Copartnership with H. Chapman and I. P. Davis in Rope making.....H. Chapman's Deposition, (No. 43.)

IN 1819, Mr. Joseph N. Howe failed in business. At that time I was owner in fee simple of one half the ropewalk occupied by Mr.

Howe, and had a mortgage upon the other half as collateral security for a part of the money he then owed me. Previous to the first of March, 1820, I made several propositions to Mr. Howe to give up his ropewalk and set him a-going in his business again, neither of which he accepted. I then entered into an open and public agreement with Mr. Chapman and Mr. Davis to carry on said ropewalk for one year, on our joint and mutual account. The articles of agreement were drawn up by Samuel Hubbard, Esq. and duly executed by the parties in the most public manner. I advanced the proportion of capital, as agreed upon, and the business was well conducted by Messrs. H. Chapman & Co. In August, 1821, they notified me, that my interest in the concern had terminated, and that they should hold themselves accountable to me for the rent of the walk from that period during their occupancy of it. The accounts of said copartnership are not yet settled, and I have not ascertained the amount of profit or loss for my investment. It may be pertinent here to remark, that since the year 1815, all contracts for cordage, and many other supplies have been made by the Navy Board with the several contractors. For cordage in particular, I have made no bargain with any person for Government account since the establishment and organization of the Board of Navy Commissioners. This fact is corroborated by the testimonies of Mr. Chapman and Mr. Howe.

Josiah Barker's Deposition, (No. 45.) relative to the frauds of Mr. Fosdick,

explicitly declares, that he never had any suspicion of such conduct in Mr. Fosdick until long after he had left the Navy Yard, when a letter from the Navy Board, relative to the comparative cost of building the two ships at Charlestown and Philadelphia, put him upon the inquiry how this difference could have existed, when by a comparison of the time of certain of his workmen with the pay rolls in my office, returned to me by Mr. Fosdick, he detected the fraud. He also states the fact, that I very readily furnished him with these pay rolls for his examination and comparison, and that I was as much surprized as himself at the discovery. Having always reposed the most implicit confidence in the integrity of Mr. Fosdick, in common with the several commandants of the Navy Yard, I never did, until that moment, indulge a suspicion of his misconduct. Mr. Barker's opportunities for acquiring information on the subject were very much greater than my own, he being every day occasionally in the office where the rolls were made up and paid, and all the time amongst the workmen, superintending their labours and laying out their work. With all these opportunities it appears he never suspected the frauds committed. Captain Hull never did suspect,

and none of the officers of the yard ever intimated to me, that they had any suspicions whatever. Hence I was well satisfied that none existed, notwithstanding the suggestion of Mr. Keating, having clearly traced the items he twice pointed out to me as supposed alterations of his muster book, and found that to agree with the rolls in both the instances he named.

William Keating (No. 44.) deposes

that, after he first suspected Mr. Fosdick, and having consulted with his confessor, he stated to me his suspicions. I then immediately took measures to ascertain the ground thereof, and was perfectly satisfied at the time that he had no good reason to suspect Mr. Fosdick in the instance he pointed out to me. But knowing Mr. Keating's strong prejudices against Mr. Fosdick, which had been growing upon him for some time in consequence of the superior influence of Mr. Fosdick in the yard, among the mechanics and with the officers generally. I was ready to indulge his jealousy, and promptly acquiesced in a proposition that he should keep a duplicate of his muster book, which he had already begun, and promised that I would in some way or other compensate him for the extra labour thereof. Accordingly he did keep a duplicate, and I did on two or three occasions, as I was passing out of the yard, step into the Store Keeper's apartment, where the muster book was kept by Mr. Keating, and take off several names, promiscuously, with the time annexed to each name. These I compared with the pay rolls actually made up by Mr. Fosdick and returned to my office, and in every instance found them exactly to agree. I was again satisfied and established in my belief of Mr. Fosdick's accuracy, and reported this opinion to Mr. Keating. I well remember the words which Mr. Keating states me to have spoken, "continue, continue." They were spoken to him as I was passing into the yard in a great hurry on one of my visits there. It had been his practice to stop me for one of his long talks, and state a long string of hardships and grievances whenever he could gain my attention. On the occasion alluded to, I could not spare him the time, and hastily passed him with the words he quotes; but subsequently, when I had more leisure, I stopped at his muster board, and made the appointment to meet him at my house with his book as he has stated. He accordingly came, when a critical comparison of the roll paid by Mr. Fosdick and returned to me was made with something like fifty names—how many exactly I don't know. In these instances there was in fact no difference, except in two or three cases the roll contained a quarter of a day more than Mr. Keating's book. I then said familiarly, "There is no great difference," and looking at Mr. Keating supposed he understood my meaning, which was this, that

it had often happened, to my certain knowledge, that disputes between Mr. Keating and some of the mechanics had occurred in consequence of Mr. Keating's marking a man a quarter of a day absent, if he was not at the roll call at the moment and made his answer, although in fact he had worked his whole day the same as all others ; and on the pay day they had appealed from the muster book, produced evidence of the fact, and by the master workman of the gang, with the consent of the commanding officer present, the clerk of the roll has in these instances allowed and paid the quarter of a day in dispute. Instances of the same kind had several times happened, when I paid the rolls for repairs on the Chesapeake, in 1812. Mr. Loring had been employed by me under special authority from the Navy Department, to keep the rolls of the labour. The time of each man was reported to me, a roll accordingly made out, and I went to the ship to pay the men. When they were called upon to sign the roll and receive the amount carried out, they have refused, objecting that all the time they had laboured was not credited. Explanations took place, evidence was produced on the spot that they had worked as they claimed pay for, but owing to their absence, perhaps on special duties, they could not answer at the roll call. In these cases, being convinced of the truth of their story, I have altered the roll and paid them for the time in dispute. Such instances as these having occurred with myself, and knowing as I did that they have often occurred between Mr. Fosdick's roll and Mr. Keating's book, when I made the remark he names, that there was not much difference, I did suppose he understood me to mean this disputed time. That in fact was my meaning, and two or three instances of this kind was all the difference I found between the rolls and Mr. Keating's book. Having always entertained a good opinion of Mr. Fosdick's integrity, I could not allow myself to believe that these were intentional frauds ; and having paid Mr. Keating the sum of money he states, he returned home.

Here I must remark, that when I was at Washington, in January 1821, after the detection of the frauds, I stated to the Secretary that I had paid Mr. Keating two or three hundred dollars from my own pocket for the extra services he had rendered in keeping these duplicate muster books. This was then and is a fact, although Mr. Keating in his deposition seems indisposed to give me credit for more than about \$46. The facts are, that I had at several different times given him money. The amount I kept no account of. I had paid his bill of tolls at the bridge for many years. I had made him presents of goods from my store on several occasions about Christmas. I had several times made him presents through Major Gibbs, the late Store Keeper, which I believe he has received. I had trusted a Mr. Howland, who married a young woman brought up in his family, upon the express guarantee of Mr. Keating for the payment, to the amount of about ninety dollars, which neither Howland or himself had ever paid, and which was credited on my books as paid by Mr. Keating, as a gratuity. All these sums together I calculated

were near three hundred dollars—the amount which I stated to the Secretary of the Navy as paid to Mr. Keating in gratuities, for the extra services he had done; and at the time he states, in June, 1821, I gave him \$300 more. It must appear absurd in me to have paid these sums with a view to detect the frauds of Mr. Fosdick, if I had any knowledge of, or connection with him in them. If such connection had in fact existed, as Mr. Abbot and his friends have supposed, why did I not destroy these books and endeavour thus far to prevent a detection of the amount? My conduct throughout the whole affair relative to Mr. Fosdick has been such as my conscience approves; and I shall always consider the measures taken by me to recover back the money embezzled as proper and praise-worthy.

*Mr. Joseph N. Howe's Bill of Deep-Sea Lines, &c. about \$1000...
Deposition No. 3.*

THE paper FF.* is a copy of this bill. Mr. Howe swears that this transaction took place in 1812 to 1814. He is evidently under a very great mistake, (to say the most favourable thing I can of his evidence,) as to date, and much more so as to the price of the article in this bill, and the reasons which he says induced him to sign it. The facts are, that in June, 1817, I had a consignment of thirty-seven coils of deep-sea lines, signal halliard, and other white lines. They were invoiced at twenty-five cents per pound. I believed the article to be necessary for the use of the navy. I had been in the habit of purchasing this article by retail, as occasionally

*** FF.**

The United States Navy Department

To Joseph N. Howe, Dr.

1817.

June 21. To 37 coils deep-sea and signal halliard white
Lines, weighing 4272 lbs. at 25 cts. . . \$1068

Received into the Navy Store.

C. GIBBS, N. S. K.

Boston, August 30, 1817. Received of Amos Binney, Navy Agent, ten hundred and sixty-eight dollars in full of this bill, and have signed duplicate receipts.

JOSEPH N. HOWE.

wanted; and had paid from thirty-three to fifty cents per pound. After a consultation with the commandant of the Yard and the Store Keeper, I sent these lines into the navy store, and obtained a regular receipt of the Store Keeper therefor, dated 21st June, 1817. On the 30th August of the same year, Mr. Howe was at my office, when I stated to him the above facts, and that I wanted a voucher therefor, to charge the same in my accounts with the Government. Mr. Howe being a manufacturer from whom I had most of the supplies of cordage, &c. for the navy, voluntarily gave me the bill, which he has since complained of. The Government has paid from thirty-three to fifty per cent. less for the articles in this bill than I ever purchased them for before or since that time, although Mr. Howe has repeatedly said, and at last confirmed it by his oath, that he thought the charge was from twenty to fifty per cent. above the fair market price. His motives in this false representation must be apparent to every candid and fair man. He has repeatedly said he could ruin me; and perhaps this is the mode which he and his coadjutors have chosen to effect their purpose.

As to the Deposition of Joseph N. Howe, (No. 3.)

in regard to the \$1467 he states to have been deducted by me in the year 1814, the facts are these: Soon after my appointment, in 1812, very considerable quantities of cordage were required on this station, for the repairs of vessels damaged in action, and occasional outfits of the public ships. On every particular occasion, when any quantity of consequence was required, I took my usual method to ascertain the lowest prices, at which I could obtain it, either by addressing a circular to all the principal rope-makers, or by a personal interview. The result of this was always in Mr. Howe's favour, as his prices were always stipulated at a less sum than others asked. Hence, from my duty to the public, I was in effect obliged to give him the work, but never without a specific bargain.

Mr. Howe's means were limited, and inadequate to the extent of the orders which I made upon him. It soon became necessary for him to resort to the aid of his friends, to enable him to purchase his stock of hemp. I was applied to as one of them. I became his endorser to an unlimited amount, both at the banks, for money to pay for his labour, and to individuals, for his stock. This enabled him to execute every order for cordage, which I made upon him. These first notes soon fell due, when he was yet more embarrassed for money; more discounts at the banks became necessary to him; and I was often obliged to make him advances from my own funds, on account of his public bills, long before the orders which I had given him could be executed, or his bills made up for payment. For these

advances I took his receipts on account, and continued this course of advancing monies and endorsing his notes up to the period of our first settlement in 1814. At this settlement I did not charge him a farthing for the interest of all the monies I had thus accommodated him with, although I believe it would have amounted to more than two thousand dollars; nor did I make a specific charge for my trouble and responsibility of endorsing his notes, which appear to have amounted, from August, 1812, to the 24th June, 1814, the date of this first settlement, to the very large sum of two hundred and thirteen thousand eight hundred and thirty-four dollars and $\frac{1}{100}$, as per annexed paper GG.* At this settlement, the

* GG.

Memorandum of Endorsements for Joseph N. Howe.

1812.			
Aug. 18	Lent him my note at State Bank	2,000	30 days; paid by Mr. Howe.
20	Lent him my note at State Bank	3,037 51	30 ds.; paid by Mr. Howe.
1813.			
Jan. 21	Lent him my note at State Bank	18,000	15 ds.; renewed 4th Feb. endorsed by me.
25	Endorsed his note at State Bank	8,000	30 ds.; paid by Mr. Howe.
Feb. 4	Endorsed his note, to renew note 21st January . .	18,000	Paid by Mr. How from cash advanced.
March 4	Endorsed new note . .	4,000	58 days; renewed 3d May for \$3500.
15	Endorsed new note . .	6,000	Paid by Mr. Howe from cash advanced.
April 19	Endorsed new note . .	4,000	30 days; renewed 20th May; whole \$4000.
May 3	Endorsed to renew \$4000 4th March	3,500	57 days; renewed 3d July for 2000 dollars.
20	Endorsed to renew \$4000 19th April	4,000	57 days; renewed 19th July, 4000 dollars.
July 3	Endorsed to renew \$3500 3d May	2,000	58 days.
19	Endorsed to renew 4000 dollars, 20th May . .	4,000	57 days; renewed 19th Sept. 4000 dollars.
Aug. 30	Endorsed new note . .	4,000	60 days; renewed 28th October, 3500 dollars
Sept. 19	Endorsed to renew 4000 dollars, 19th July . .	4,000	57 days; renewed 15th Nov. 4000 dollars.
Oct. 21	Endorsed new note for hemp	4,278 75	4 months; paid by Mr. Howe.
	Carried over	88,816 26	

considerations of interest on monies advanced to Mr. Howe, and the trouble and responsibility of my endorsements of his notes, were merged in the charge of \$1467, which was about one per cent. on the amount of his account. This sum Mr. Howe readily, and as

1813.	Brought over . . .	88,816|26|	
Oct. 21	Endorsed new note for hemp	7,000	6 months ; paid by Mr. Howe.
27	Endorsed new note for hemp	19,239|06|	4 months ; paid by Mr. Howe, fr. cash advanced.
28	Endorsed to renew 4000 dollars, 30th August . .	3,500	} paid by Mr. Howe.
Nov. 15	Endorsed to renew 4000 dollars, 19th Sept. . .	4,000	
Dec. 8	Endorsed new note . .	5,000	
24	Endorsed new note for hemp, Portland . . .	12,389|79|	30 days ; renewed 10th Jan. 5000 dollars.
24	Endorsed new note for hemp, Portland . . .	12,389|80|	3 months ; paid by Mr. Howe.
27	Endorsed new note . .	7,500	5 months ; new note to pay 26th May, \$13000.
			60 days ; renewed 27th Feb. 7000 dollars.
1814.			
Jan. 10	Endorsed to renew 5000 dollars, 8th December .	5,000	58 days ; renewed 10th March, 5000 dollars.
Feb. 27	Endorsed to renew 7500 dollars, 27th Dec. . .	7,000	57 days ; renewed 25th April, 7000 dollars.
March 10	Endorsed to renew 5000 dollars, 10th March . . .	5,000	57 days ; renewed 10th May, 5000 dollars.
April 25	Endorsed to renew 7000 dollars, 27th February . .	7,000	57 days ; renewed 24th June, 7000 dollars.
May 10	Endorsed to renew 5000 dollars, 10th March . .	5,000	57 days ; renewed 7th July, 5000 dollars.
26	Endorsed new note to pay \$12389,80	13,000	58 days ; renewed 26th July, 13000 dollars.
June 24	Endorsed to renew 7000 dollars, 25th April . .	7,000	58 days ; renewed 24th Aug. 6500 dollars.
July 7	Endorsed to renew 5000 dollars, 10th May . . .	5,000	57 days ; renewed 5th Sept. 4500 dollars.
26	Endorsed to renew 13000 dollars, 26th May	13,000	58 days ; renewed 24th Sept. 13000 dollars.
Aug. 22	Endorsed new note . .	3,500	60 days ; renewed 24th Oct. 3500 dollars.
24	Endorsed to renew 7000 dollars, 24th June . .	6,500	58 days ; merged in new note 20th Oct. \$19500
30	Endorsed new note . .	2,220	6 months ; paid by Mr. Howe.
Sept. 5	Endorsed to renew 5000 dollars 7th July . . .	4,500	Renewed 3d November, 4500 dollars.
24	Endorsed to renew 13000 dollars, 26th July . .	13,000	Merged in new note O.
Carried over . .		256,554|91|	

I supposed cheerfully, assented to pay. His feelings at the time should most certainly have sprung from gratitude rather than from ingratitude, as he testifies; and instead of indulging his angry passions, as he represents, he actually did express the sense of obliga-

1814.	Brought over . . .	256,554.91	
Oct. 24	Endorsed to renew 3500 22d August	3,500	Paid by Mr. Howe.
19	Endorsed new note . . .	800	58 days; renewed 17th Dec. 800 dollars.
20	Endorsed new note . . .	19,500	57 days; renewed 19th Dec. 18000 dollars.
21	Endorsed new note to J. Prince	10,000	{ 60 days; part paid by instalments as agreed, and 2 new notes 13th March, 1815.
27	Endorsed new note . . .	1,544.79	60 days; paid by Mr. Howe.
Nov. 3	Endorsed to renew 4500 dollars, 5th Sept. . .	4,500	58 days; renewed 2d Jan. 4000 dollars.
Dec. 13	Joint and several note, BB.	2,700	On demand; paid by in- stalments to 2d April, 1816; then new note for 500 dollars.
17	Endorsed to renew 800 dollars, 19th Oct. . .	800	57 days; renewed 16th Feb. 700 dollars.
19	Endorsed to renew 19500		58 days; renewed 20th Feb. 18000 dollars.
1815.	20th October	18,000	
Jan. 2.	Endorsed to renew 4500 dollars, 3d Nov. . . .	4,000	Merged by Mr. Howe.
Feb. 16	Endorsed to renew 800 dollars, 17th Dec. . .	700	58 days; renewed 16th April, 700 dollars.
20	Endorsed to renew 18000 dollars, 19th Dec. . .	18,000	58 days; renewed 20th April, 17000 dollars.
March 13	Endorsed to renew J. Prince, 10000 dollars, 21 Oct.—\$2950.68—3200	6,150.68	60 days; renewed 14th May, 4400 dollars.
13	Endorsed new note . . .	1,200	60 days; paid by Mr. Howe.
18	Endorsed new note for hemp	5,231.14	4 months; paid by Mr. Howe.
April 16	Endorsed to renew 700 dollars, 16 Feb. . . .	700	63 ds. } renewed 22d June the 2 for \$17500.
20	Endorsed to renew 18000 dollars, 20th Feb. . .	17,000	60 ds. }
May 14	Endorsed to renew \$6150 68 cts. 13 March, Prince	4,400	58 days; renewed 13th July for 4000 dollars.
June 22	Endorsed to renew 17000 dollars, 20th April, and 700 dols. 16th April .	17,500	58 days; renewed 24th Aug. 16500 dollars.
July 13	Endorsed to renew 4400 dols. 14th May, Prince	4,000	58 days; renewed 14th Sept. 3500 dollars.

Carried over . . . 396,781.52

tions which he then felt himself under towards me, or I never should have consented to have continued my favours of endorsements for him, which, up to the period of his failure in 1819, appear to have been upwards of \$600,000, as will appear by the same pa-

1815.	Brought over . . .	396,781	52	
Aug. 14	Endorsed new note . . .	500		3 months; paid by Mr. Howe.
24	Endorsed to renew 17500 dollars, 22d June . . .	16,500		60 days; renewed 26th Oct. and other, \$18000.
Sept. 9	Endorsed new note for hemp, &c.	1,161		12 months; paid by Mr. Howe.
14	Endorsed to renew 4000 dols. 13th Aug. Prince . . .	3,500		Merged in new note 26th Oct. 18000 dollars.
Oct. 26	Endorsed to renew 16500 dols. 24th Aug. & others . . .	18,000		57 days; 25th December, 16000 dollars.
20	Endorsed new note, J. Battelle	2,994	79	6 months; paid by Mr. Battelle.
Dec. 25	Endorsed to renew 18000 dollars, 26th Oct. . . .	16,000		60 days; renewed 29th Feb. 15000 dollars.
1816.				
Jan. 4.	Endorsed new note for hemp, B. & Brown . . .	9,321		9 months; paid by Mr. Howe.
15	Endorsed new note . . .	4,800		9 months; paid by Mr. Howe.
Feb. 29	Endorsed to renew 16000 dollars, 25th Dec. . . .	15,000		Renewed jointly and severally 2d May, \$14000.
April 2	Endorsed to renew 2700 dols. 13th Dec. 1814; now reduced to	500		Renewed 2d April, 400 dollars.
May 2	Joint and several to pay 15000 dols. 29th Feb. . .	14,000		On demand, State Bank, and paid by sundry instalments. Renewed Oct. 1, 1818, for \$9500. Renewed August 2d, for 300 dollars.
June 2	Endorsed to renew 500 dollars, 2d April . . .	400		
July 30	Endorsed new note, E. Howe	300		Paid by Mr. Howe.
Aug. 2	Endorsed to renew note, 400 dollars, 2d June . .	300		Paid by Mr. Howe.
Sept. 2	Endorsed new note, J. Tuckerman, for once . .	901	77	60 days; paid by Mr. Tuckerman.
Oct. 23	Endorsed new note, State Bank	9,000		10 days; paid from bills.
1818.				
July 30	Endorsed new note, Bank United States	12,000		12 days; paid from bills.
30	Endorsed new note, hemp . . .	5,507	55	Paid by Mr. Howe.
Aug. 24	Endorsed new note . . .	1,300		60 days; renewed 26th Oct. for 1200 dollars.

Carried over . . . 528,767|63

per GG. This account was accordingly so settled in July, 1814; nor did I ever after hear a word from Mr. Howe on the subject of my cruelty therein until after his failure, although we have settled many accounts since 1814. From that period, I have always kept an interest account with him, except in the case of the \$1000, which he charges me to have wrongfully taken from him, in another part of his deposition, and in regard to which I make this statement of facts:

Mr. Howe himself made with the Secretary, an agreement to furnish all the cordage that should be wanted at Boston for the public use, after the month of July, 1816, for which he stipulated to pay Mr. Howe \$15 per cwt. to the amount of \$15,000 or \$20,000 worth.

In September of the same year, Mr. Howe came to me, and after adverting to the price of his contract for the said cordage, (\$15) the price of hemp in the market at the time, and the probability of its

1818.	Brought over . . .	528,767|63	
Oct. 1	Endorsed to renew 14000 dollars, joint and several, 2d May, 1816.	9,500	60 days; renewed 2d Dec. for 9500 dollars.
8	Endorsed new note, State Bank	3,900	60 days; renewed 7th Dec. for 3700 dollars.
26	Endorsed to renew 1300 dollars, 24th August . .	1,200	Paid by Mr. Howe.
Dec 2.	Endorsed to renew 9500 1st Oct.	9,500	60 days; renewed 4th Feb. for 9000 dollars.
21	Lent my note to raise money	1,000	60 days; paid by myself when due.
21	Lent my note to raise money	1,000	90 days; paid by myself when due.
21	Lent my note to raise money	2,000	120 days; paid by myself when due.
7	Endorsed to renew 3900 dollars, 8th Oct. . . .	3,700	58 days; renewed 7th Feb. for 3500 dollars.
1819.			
Feb. 4	Endorsed to renew 9500 dollars, 2d Dec. . . .	9,000	58 days; renewed 5th April, 8000 dollars; paid by myself 1000 dollars.
7	Endorsed to renew 3700 dollars, 7th Dec. . . .	3,500	66 days; renewed 15th April, 3000 dollars; paid by myself 500 dollars.
April 5	Endorsed to renew 9000 dollars, 4th Feb. . . .	8,000	60 days; renewed 7th June, 7500 dollars; paid by myself 500.
10	Endorsed to renew 3500 dollars, 7th Feb. . . .	3,000	60 days; renewed 17th June for 3000 dollars.
11	Endorsed new note, B. & Hodges, hemp	4,246|31	12 months; paid by myself 12th April, 1820.
	Carried over . . .	588,313|94	

rising, desired me to advance him \$15,000, to enable him to secure his stock at the then present low rate; and stated, that if he could obtain the cash to pay down for the hemp, he. could get it so low as to leave him a net profit on his contract of 250 cents per cwt. I agreed to advance him the sum named, to charge no interest for it until his contract was completed and the bills paid, when he should allow me, as a compensation for the interest of my money for the time of laying out of it, one half of the difference he stated that he should be able to save by the advance of the money. He

1919.	Brought over . . .	588,313.94	
June 7	Endorsed to renew 8000 dollars, 5th April . . .	7,500	60 days; renewed 9th Aug. for 6000 dollars; paid by myself 1500 dls.
17	Endorsed to renew 3000 dollars, 15th April . . .	3,000	60 days; renewed 19th Aug. for 2500 dollars; paid by myself 500 dols.
Aug. 9	Endorsed to renew 7500 dollars, 7th June . . .	6,000	60 days; paid by myself 9th Oct. 1819.
19	Endorsed to renew 3000 dollars, 17th June . . .	2,500	60 days; paid by myself 19th Oct. 1819.
		60)	\$607,313.94

From 18th August, 1814, to 19th Aug. 1819, is 5 years, or 60 months. } \$10121.89 per month.

	T. cwt. qr. lb.
13th April, 1815, hemp . .	108 1 2 20
1st Oct. 1818, delivered	105 6 0 8
	<hr/>
	2 15 2.12

Balances of my Cash Account for Loaned Money, &c.

1815, March 7 . . .	\$12076.68	Cash, balance 1st October, 1819	27237.59
1816, Oct. 4	15000.00	Paid note at State Bank, 13th Oct. 1819	6000.00
1817, June 24	20000.00	Paid note at State Bank, 23d Oct. 1819	2500.00
1818, July 31	25292.77	Paid note at State Bank, 15th April, 1820 . . .	4246.31
1819, April 1	23492.15	Interest to April 1, 1820 .	900.00
1819, July 1	22310.19		
1819, Oct. 1	27237.59		
			<hr/>
		Received from sales } stock after failure }	13000.00
			<hr/>
		Balance	\$27883.90

accordingly so agreed, and on the 4th day of October, 1816, I advanced him the said sum of \$15,000. On the 13th of August, 1817, the bills were rendered for the cordage made under this contract, and amounted to \$17,142:26, a period of 313 days, during which the simple interest on my \$15,000 would have been \$782:50, and chargeable to Mr. Howe upon every principle of right; but instead of which, I charged to him the proportion of his gains, according to his original proposition and agreement, amounting to \$919:68, being a difference to me of \$137:18 more than the simple interest of my money, while, during the same period, money was worth 1½ or 2 per cent. per month in the market. All the facts relative to his complaint of the \$1467 and the \$1000 charged to Mr. Howe, are clearly exhibited in his own accounts settled with me, which I have exhibited to the Commissioners; but being so voluminous, it is deemed unnecessary to annex copies.

In regard to his complaint about the copartnership between him and myself, which he says commenced in October, 1816, I have only to reply, that I know of no law or regulation which deprives an agent of the privilege of doing business; and I have yet to learn that it is a crime in any agent to make exertions to promote his own, or the interests of his friends, if so be that he does it without injury or prejudice to his principal or any other man. And in this case, even Mr. Howe exonerates me from any blame for my conduct towards the Government in this affair, as he gives me credit for one fact, in regard to my uniform practice of making contracts on the most advantageous terms I could for the Government.

I would here also remark, that since the year 1815, the principal supplies, of all descriptions, have been furnished under contracts with the Navy Board; and for the article of cordage, I do not remember to have made any contract with any man since the year 1815.

Thus has Mr. Howe been mistaken in his dates and most of the facts, and by a false colouring endeavoured to affix upon my character the stain of crime for many of the acts of liberality and friendship, which I have ever felt and manifested towards him. The two items of remuneration, which I had been allowed by him, were never deemed an adequate compensation for the great benefits I had conferred in my private capacity, both by loans of money, and of my name, on which he obtained money. These acts were no part of my duty to him as a public agent; and had it been my duty to lend him money, as an agent for the Government, I never had their funds to do it with. It was a fact, and always so considered by him until the last year, that these were transactions wholly of a private character. The copartnership in the business of his ropewalk was open, fair and honourable on my part; wholly sought after by himself, and not at my request, as he states. I would that I could believe it had been fairly conducted on his part. I have lost the whole amount of the capital I entrusted to his management, and yet he seeks to deprive me of that which is more valuable to me than the money invested—my character.

HAVING seen the second part of Mr. Eddy's Deposition, (No. 2.) since I made my reply to the charge relative to the bunting business—I find he makes a long statement in relation to a counting room, which I occupied in his store for a short time in 1812. On which I think it proper to remark, that he has had the reward which was stipulated to be given to him in consideration thereof. It is true that, three or four years after I left his counting room, I asked of him a bill for the rent, which bill he gave me, as my security against any future claim which his avarice might induce him to make upon me. This bill has never yet been charged to the Government, and whenever it is so charged I will invite him to appear as a witness against me. I should be glad to experience the friendship he professes towards me, have always endeavoured to merit it, but despair of ever having that pleasure. He knows that few men, if any, have exerted themselves more than he has to effect my ruin.

HAVING noticed all the depositions which have been taken in this investigation, it remains only that I make a few remarks upon the very extraordinary communication of Lieut. Abbot to the Secretary of the Navy, a copy of which I have seen for a moment by the favour of Capt. Hull.

The broad insinuations and vague surmises of my corruption embodied in that paper have induced me to examine for the motive, by which Mr. Abbot must have been actuated in making that communication. If it did not originate in malice, I cannot account for his conduct. He was a stranger to me, and I was equally unknown to him. He has repeatedly declared, that he knew of no fact relative to my agency, which was incorrect either in principle or in manner. Whence then, I ask, is his most unwarrantable attack upon my character? Did it spring from a wickedness of heart before unheard of? or from a weakness of intellect that must forever incapacitate him from holding a respectable standing in the public service, which he has chosen as his profession. Has he allowed himself to be made the tool, the mere cat's-paw of designing and wicked men? If so, he may shield himself in his ignorance of the principles of virtue and honour, but must relinquish all pretensions to an honourable standing in the world. He professes to have been prompted to the course he has pursued by a sense of duty and obligation to the Government. It remains for him to justify this pretension by his conduct toward the individual his measures were calculated to ruin, now he is convinced that his allegations against that individual are proved to be without any foundation in fact. A man not lost to all sense of honour and propriety of con-

duct, will voluntarily make all due exertions to repair the injuries he has been instrumental in inflicting, the moment he is convinced he has been mistaken in the grounds of those injuries. Mr. Abbot has repeatedly acknowledged that he has been deceived by the reports so industriously circulated against me, and that he has been convinced there was no foundation or just cause for the propagation of these reports. Will he then make such reparation as is in the power of every man to make under similar circumstances?—So far from having merited the foul and wicked aspersions that have been heaped upon me by Mr. Abbot and his coadjutors, I am fully satisfied that my conduct, through all my public transactions, has and ever will merit the strongest approbation of all men of virtue and honour and lovers of their country.

To give a more detailed view of the embarrassments under which I have laboured, the exertions and sacrifices which I have made, and the strong political opposition which I have encountered, I beg leave to refer to my letters addressed to the Navy Department of the following dates, viz. 1812—February 12, May 5, June 10, August 11, September 7, September 21, October 7, October 30. 1813—January 19, January 30, February 3, February 17, April 1, April 9. 1814—January 11, May 7, June 22, September 9, September 22, November 10, December 5, December 22. 1815—January 5. These letters are in the archives of the Navy Department, and will testify in detail what has been the nature of my duties, and the manner of my performing them.

All which is most respectfully submitted by •

Your obedient servant,

A. BINNEY,

Navy Agent, Boston.



On the 15th February Mr. Abbot and several gentlemen were present with the Commissioners, when Mr. Binney read over his explanations and papers as above, and Mr. Abbot professed himself entirely satisfied with them, and desired the Commissioners to close the inquiry immediately, observing that he had produced all his evidences in support of what he considered his strongest cases; and as Mr. Binney's explanations and documents in these cases so completely disproved the alleged criminality against him, it would be useless to protract the inquiry into matters not supposed to be of much importance.

The Commissioners replied, that the public mind had been much excited on the subject of this investigation; a very great and general clamour had been raised against Mr. Binney; and there were yet many names on the list of witnesses, which had been handed to them or conveyed to them anonymously; that their duty to Mr. Binney, the accused, to the Government and to themselves, required that they should proceed in the examination of the witnesses, and thoroughly sift this case, and allay the public agitation by a full developement of all the facts. They accordingly provided printed summonses, employed the marshal or his deputy to serve them, and required Mr. Abbot to give his attendance during the examination; and Mr. Binney was now permitted to be present to cross examine if he saw cause. No man summoned refused to give his attendance or his evidence. Most of the witnesses did it cheerfully and promptly. This course was pursued daily until the evening of the 25th February, during which time the thirty following depositions were taken, viz.

DEPOSITIONS.

No. 9.*

February 25, 1822.

Barzillai Homes, a witness produced, sworn and examined, on the part of the United States.

Question. WERE you at any time, and when, and with whom, joint administrator on the estate of the late Mr. Ebenezer Larkin, of Boston, bookseller and stationer?

Answer. I was administrator on the estate alluded to, jointly with Mr. Jeremiah Fitch, of Boston.

Question. Did you at any time, and when, as administrator of that estate, present for payment to Mr. Amos Binney, the Navy Agent, any and what bills of articles furnished by Mr. Larkin in his life time for the public use? If yea, what was the nature of such bills; when were they respectively presented to Mr. Binney for payment; and in what manner were they respectively settled and paid?

Answer. It appears from sundry bills of parcels, which I have recently examined, and which are all receipted by myself and co-administrator, Mr. Fitch, that between the 24th day of January, 1814, and the 18th day of May, of the same year, there were presented by my associate, Mr. Fitch, sundry bills to Mr. Binney, to the number of sixteen, drawn from the books of Mr. Larkin, for sundry articles furnished the Navy Agent, amounting altogether to the sum of \$811:17, upon which there appears to have been paid Mr. Fitch, within the period before-mentioned, the sum of \$696:36, and duly receipted for by us both. There was yet remaining due to the estate of Mr. Larkin another small account from the Navy Agent, for articles furnished several public vessels, amounting to the sum of \$114:84, bearing date May 17, 1814. I was present at the settlement of that account, at Mr. Binney's counting room. He appeared to be ready to settle the account. The account was accordingly presented to him, whereupon he gave to Mr. Fitch and myself, in his check or bank bills, the sum of \$98:24. We thereupon remarked, that he had not paid us enough. To this he replied, that it was all correct; for that a deduction was to be made, as by

* The numbers are not regularly affixed, according to the dates, but are placed merely for an easier reference to apply the explanations of Mr. Binney.

agreement originally with Mr. Larkin. Not doubting but that there might have been such an agreement with Mr. Larkin, I was willing to take Mr. Binney's word for it, and accordingly the bill was so settled and paid.

Question by Mr. Binney. Do you remember if any thing was said, at the time of this settlement, on the subject of treasury notes, and the depreciation thereon?

Answer. I am confident that nothing was said upon that subject.

Question by same. Was any thing said, at the time, as to the percentage or nature of the discount, which was to be allowed me by Mr. Larkin?

Answer. Nothing was said upon that subject; but the deduction was required and allowed.

Question. Were the preceding bills, to which you have alluded, paid in cash? If yea, was any and what discount claimed by Mr. Binney on either of those bills, and allowed?

Answer. The bills alluded to were paid in cash; and I do not know that any discount was allowed upon either of them.

Question. Did Mr. Fitch, when the deduction alluded to upon the bill of \$114:84 was claimed by Mr. Binney, complain and expostulate on the subject, or did he (Mr. Fitch) tacitly acquiesce in the same?

Answer. Something was said, (I don't remember what,) in the presence of Mr. Binney, on that subject, when Mr. Binney smilingly observed it was all right; and after we had left Mr. Binney's counting room, I remarked to Mr. Fitch that it was wrong for us to have signed the bill for more than we had received; whereupon he said it was a damned shame. I then said to Mr. Fitch, that I thought it likely enough there was such an understanding between Mr. Binney and Larkin as had been mentioned.

Question. Do you, or not, remember what was the difference in value, on the 17th May, 1814, between cash and treasury notes?

Answer. I cannot remember what the difference then was, but I should think it must have been from five to ten per cent.

BARZILLAI HOMES.

No. 11.

February 27, 1822.

Robert Howe, a witness produced, sworn and examined on the part of the United States.

Question. WHAT is your line of business? How long and where have you carried it on? Have you any copartners in the business? If yea, who are they by name?

Answer. I am a plumber and turner, and my business is carried on in Boston. My brother, Thomas Howe, is my only partner.

Question. Did you at any time, and when in particular, present a certain bill of work, done for the Government, to Mr. Binney for payment, which bill had been approved and allowed by Capt. Tarbell, late of the United States' navy? If yea, what was the amount of said bill, and upon what vessel in particular was the work done, to which it had reference?

Answer. Sometime in the month of May or June, in the year 1812, having a short time previous to that period done certain work in our line on board the United States ship John Adams, we made out our bill therefor, amounting on its face to the sum of three hundred ninety-seven dollars $\frac{3}{4}$, which my brother presented to Capt. Tarbell, who then had command of said ship, for his approval; whereupon the said Tarbell approved the same, and subscribed his name thereto.

Question. Did you afterwards, and when in particular, present said bill to Mr. Binney for payment? If yea, did he pay the same at its face, or did he claim and obtain of you any and what deduction and discount thereon, and what were the pretences under which such discount was demanded?

Answer. We presented the bill to Mr. Binney for payment soon after it had been approved by Capt. Tarbell; whereupon Mr. Binney complained that the charges were too high, and demanded a deduction from the whole amount of about forty or fifty dollars. After considerable altercation with Mr. Binney upon the subject, and finding it could be settled in no other way, I eventually assented to the deduction of forty-five dollars from the face of my bill; and accordingly, on the 31st day of July, 1812, it was thus settled and paid, and I gave Mr. Binney our receipt for the amount which he had paid me on the back of my bill. The amount received by me was the sum of three hundred fifty-two dollars $\frac{3}{4}$.

Question. Do you know, or have you any and what reason to believe that the discount you have mentioned accrued to the benefit of the Government? or did it go to the individual benefit of Mr. Binney?

Answer. I have no doubt that the benefit of the discount went to the United States.

Question. Is the bill now produced before you, and which is to be annexed to this deposition, the same identical bill to which you have herein alluded?

Answer. Yes, it is the same.

ROBERT HOWE.

No. 12.

Boston, February 26, 1822.

Thomas Howe, a witness produced, sworn and examined on the part of the United States.

Question. WHAT is your line of business? Who, if any one, is associated with you therein; and where and how long a time have you been employed in that line?

Answer. My line of business is that of a plumber and turner. My brother, Robert Howe, is my partner in business, and we have carried it on together about twenty years.

Question. Have you at sundry times, and when for the first time, been employed by Mr. Amos Binney to do any and what business in your line on public account? If yea, what has been the probable aggregate amount of all the bills of public work, which from time to time have been presented by you to Mr. Binney for adjustment, and by him paid, from first to last?

Answer. The first work which we ever did on the public account, was work done on the public ship of war the John Adams, Capt. Tarbell the commander, and Mr. Jhonnot being Navy Agent, which must have been in the year 1811 or 1812; since which time we have frequently been employed by Mr. Binney in doing various work for the public, the aggregate amount of all which I should suppose might be three thousand dollars, or perhaps exceeding that sum. I believe that, with very little exception, we have done all the plumbing work for the Government at this port for the navy, since the first appointment of Col. Binney to the navy agency.

Question. Have you at any time, and when in particular, allowed Mr. Binney any, and if any what discount or deduction from your bills at the time of their being settled and paid by Mr. Binney? If yea, did the said discount or deduction accrue to the benefit of Mr. Binney, individually, or was it for the benefit of the Government? Be pleased to declare herein according to the best of your knowledge and belief.

Answer. Sometimes, on the presentment of our bills to Mr. Binney, he has demanded a deduction more or less from the prices charged therein; but whenever such deductions were made, they were always noted on the face of the bill itself, and there was never any instance wherein we gave to Mr. Binney a receipt for more money than had actually been paid to us.

Question. In what manner were your bills usually paid by Mr. Binney? Were they paid in treasury notes, or cash, or in any and what other species of commodities?

Answer. The payments prior to the war were usually made in current bank bills, by checks on Messrs. Gilbert & Dean, money brokers; sometimes by checks on the State Bank in Boston; and

during the period of the war they were paid in treasury notes at par.

Question. Do you know, or have you any and what reason to believe, that Mr. Binney, in any of his public dealings with you, or with any or what other person or persons, ever secured to himself, either in the manner of settling the accounts, or of paying the same, or in any other way, a per centage or profit of any kind upon such settlements or payments?

Answer. No; I have no knowledge of any such instance, nor any ground for believing that any such case did ever exist.

Question. Did Mr. Binney settle and pay your bill for the work done upon the ship John Adams as you have stated? If yea, was the bill paid by him at its face, or did he claim and obtain an allowance of any and what deduction therefrom, and on what grounds?

Answer. The bill in question, which amounted, as I think, to about three or four hundred dollars, was presented to Mr. Binney for payment after the decease of his predecessor in office, Mr. Johannot. Mr. Binney thereupon complained that some of the charges in our bill were too high, and said we ought to take off therefrom about thirty dollars. This I positively refused to accede to, and told him I would never sign the bill on those terms. I then left him, and told him I should leave the bill to be settled between him and my brother, which I understood was afterwards done, and a discount, I think, of about twenty dollars allowed to Mr. Binney. The bill was accordingly, I suppose, receipted by my brother.

THOMAS HOWE.

No. 13.

February 19, 1822.

Reuben Curtis, a witness produced, sworn and examined on the part of the United States.

Question. WHERE do you now reside? where have you resided for the last seven years? what is your line of business, where is it carried on, and how long has it been carried on in that place?

Answer. I reside in Hanover, county of Plymouth, where I have resided all my days from my birth. My line of business has been, for more than thirty years, that of making anchors; and my manufactory for that purpose has been in the town of Hanover for more than thirty years last past.

Question. Have you ever had, at any time, and when, a connection or copartnership in the business of making anchors with the

factory of Mr. Nathaniel Cushing of Hanson in the county of Plymouth? If yea, when did that connection commence, and when, if ever, did it terminate?

Answer. In the year 1813, I think, the late Marshal Prince told me that he wanted to procure for the Government about a dozen large anchors for frigates, weighing from about sixty to six hundred each; and he advised me therefore to form a connection in the anchor making business with the said Nathaniel Cushing and one Mr. Dwelly, who was then also concerned in making anchors in Hanover. In pursuance of this advice, I immediately formed a connection with those gentlemen, as proposed, which was continued until the anchors for the Washington 74, built at Portsmouth, had been supplied, in 1814, as I think.

Question. Did you at any time, and when in particular, enter into any contract or stipulation with Mr. Binney, the Navy Agent, for the supply of anchors, or any other and what articles for the public service? If yea, what was the nature of such contract; and in what manner were your bills and accounts relative thereto adjusted between Mr. Binney and yourself?

Answer. The only contract of the kind alluded to, in which I was ever interested, was one entered into between Mr. Binney and the before mentioned Nathaniel Cushing, which was made sometime in 1813; and it was for the supply of about a dozen frigate anchors, of which, according to our stipulation with Cushing, we were to supply at our works one third of that number of the anchors.

Question. To whom did you present your bill? By whom and in what manner were you paid for the anchors so furnished by yourselves and Mr. Dwelly?

Answer. Our bill of the anchors was presented to Mr. Cushing, who was the immediate contractor with Mr. Binney. The anchors were delivered in March, 1814; and in the month of May of the same year Cushing brought to us the money for the anchors; but upon paying it over to us, he insisted upon a deduction from our bill of $2\frac{1}{2}$ per cent. as his commission for doing the business. Accordingly, after expostulating with Mr. Cushing very much, and complaining of the hardship of the case, I consented to allow the commission, my part whereof being 64 dollars and seventy-seven cents, and my partner Dwelly's part being about the same sum, which allowance I and my partner have ever since been accustomed to speak of as *grease money*; but whether Mr. Binney ever received any part thereof or not, or whether it went solely for the benefit of Mr. Cushing, I have no knowledge. I have never had any transactions with Mr. Binney, as Navy Agent, except as before stated.

REUBEN CURTIS.

No. 14.

February 19th, 1822.

Charles Josselyn, anchor smith, a witness produced, sworn and examined on the part of the United States.

Question. HAVE you at any time, and when and how, been connected as a copartner or otherwise with Mr. Nathaniel Cushing of Hanson in the county of Plymouth, in the business of making anchors? If yea, when did said connection commence, and when did it terminate?

Answer. My connection with Mr. Cushing, in the business alluded to, commenced in 1801 or 1802, and terminated in 1814 or 1815.

Question. Have you at any time, and when, been employed in furnishing any and what number of anchors for the use of the United States? If yea, by whom were you so employed; to whom did you render your bills for the same; and in what manner and by whom were the said bills settled and paid?

Answer. Mr. Cushing was always accustomed to make our contracts, and to attend to all the out-door business of our factory, and to settle all our important accounts. Sometime in 1813—1814, Mr. Cushing made a contract with Col. Binney for furnishing sundry anchors, the number whereof I do not precisely remember, for the use of Government. After these anchors were finished and taken away by Mr. Cushing, and upon the adjustment of the account thereof between him and myself, he charged, besides the commission of $2\frac{1}{2}$ per cent. which had been agreed upon between us for his attention to the out-door business, an extra commission upon these anchors, on account of *what he intimated he had paid for getting the contract*; but the exact amount of this last mentioned commission I am unable to state. My account of the anchors with Mr. Cushing was settled accordingly. I have never had any contracts or negotiations with Mr. Binney, personally, in regard to public supplies or otherwise.

CHARLES JOSSELYN.

No. 15.

I NATHANIEL CUSHING, of Hanson in the county of Plymouth, of lawful age to give evidence, do testify and say, and give the following answers to interrogatories which hereafter follow:

Question on the part of the United States. Are you now, and for how long a time have you been connected in the business of an anchor smith? Where is your manufactory? Who have been or are

now connected and sharing the profits with you in that business ; and what have been or are the terms of the connection between yourself and associates ?

Answer by said Cushing. I have been connected in that business for the term of thirty-five or six years. My manufactory lies partly in Hanover and partly in Hanson. For about five or six of the first years, Curtis & Josselyn were connected with me in this business. For ten or fifteen years afterward, Col. George Turner and Robert Salmond carried on the business with me. From that time until within four or five years, Charles Josselyn, Robert Salmond and myself have been connected in the business. Since that, Robert Salmond and myself have carried on the business in equal halves, and continue now so to do. I have always been agent for the several concerns ; have made all the purchases and made all the sales ; for doing which I have received a commission ; but the nett profits have always been shared according to the ownership. My commission has been two and a half per cent. upon all sales and purchases.

Question by same. Did you at any time, and when in particular, enter into a contract with Mr. Amos Binney, the Navy Agent, for the making and furnishing of any and how many anchors for the public vessels ?

Answer by same. In the year 1812 or 1813, I think, I made a contract with Mr. Amos Binney for the furnishing of several anchors for the public vessels—how many I cannot now recollect, nor do I recollect the particular date of said contract. Since that time I have done some other work for the navy by contract with Mr. Binney, such as capstan spindles and some other large sized work.

Question by same. What was the date of that contract, and what were its terms and conditions ; and when and in what manner were your bills of said work settled and paid by Mr. Binney ?

Answer by same. The exact date of said contract I cannot now recollect. Mr. Binney always paid my bills according to the face and tenor of them.

Question. Did you at any time and when, either verbally or in writing, engage to allow to Mr. Binney any compensation or douceur on account of his employing you in the work before alluded to, or any other work done or to be done by you or your associates on account of the Government ? If yea, what was the nature of such compensation or gratuity to Mr. Binney, and what were the circumstances attending the allowance or payment of the same ? Declare herein fully and circumstantially.

Answer by the same. I never at any time, according to my recollection, promised or allowed Mr. Binney any commission or gratuity for any work I ever did for him as Navy Agent ; but I do recollect that I made an offer of a commission to Mr. Binney on condition he would procure me work from the Navy Agent on the Portsmouth station, but whether he ever procured any such work I cannot recollect.

Question by same. Do you know any other matter or thing tending to shew that Mr. Binney, since he has been Navy Agent of the United States, has received from any person or persons any and what gratuity in consideration of his giving to such person or persons any and what employment in the public service? If yea, be pleased to state the same as fully as though particularly interrogated thereunto.

Answer by same. No, I do not.

Question on the part of Mr. Binney. When you offered Mr. Binney a commission if he would procure you work from the Portsmouth station, what answer did he make?

Answer by same. I do not recollect the precise words. I would state that my situation is such, being confined to my bed with a fractured limb, that I cannot have recourse to my books, and my recollection of dates and transactions of so old a date is somewhat imperfect.

NATHANIEL CUSHING.

PLYMOUTH, February, 20th, 1822. THEN the above-named Nathaniel Cushing personally appeared, and was examined, cautioned and sworn to the deposition and answers to the interrogatories aforesaid by him subscribed—taken at the request of the Commissioners appointed by the Navy Department, and to be used by them as constituting a Court of Inquiry into the public conduct of Amos Binney, Navy Agent. The said deponent being sick and unable to attend the court, is the cause of taking this deposition. The said Binney was notified and was present by his agent at the taking of the same.

Taken and sealed up by

JARED WHITMAN, Justice Peace.

No. 16.

February 18th, 1822.

Ezra Hyde, anchor maker, a witness produced, sworn, and examined on the part of the United States, answers and says, viz.

Question. HAVE you at any time, and when and where, supplied Mr. Binney, the Navy Agent, with any and what articles for the use of the United States? If yea, what were the articles so furnished; what the aggregate amount of your bill or bills for the same; and in what manner were the same settled and paid by Mr. Binney; and what were the circumstances attending such settlement and payment?

Answer. I keep a store on Central Wharf in Boston. I am concerned with Charles Holmes in Kingston, and Lazell, Perkins, and Co. in Bridgewater in manufactories of iron in each of those places respectively. When the Wasp and Frolic were building, I

furnished the anchors for those vessels and for the ship Independence, and single anchors, occasionally, for several other public vessels, and some other iron work in different jobs on other occasions; but not having my books here, I am unable to state the particulars. Mr. Binney has always paid me promptly, upon the presentment of my bills, except in the case of a large bill amounting to nine or ten thousand dollars on account of supplies furnished for the ship Independence. With regard to the last mentioned bill, which was rendered a short time before the launching of the Independence in 1814, as I think, Col. Binney told me he had no public money, Government having failed to furnish funds, and hence the payment of the bill was deferred from time to time, until it was eventually paid me by Mr. Binney in exchequer bills at par, which being then at a depreciated value, left me with a loss upon my bill of from ten to twelve hundred dollars, including the interest upon my bill from the time at which it should have been paid according to my agreement with Mr. Binney.

Question. Do you know of any instance in the course of your dealings with Mr. Binney, or of his dealings as Navy Agent with any other person, wherein he has secured to himself a discount or commission upon any articles purchased by him for the Government? If yea, be pleased to state the same fully and circumstantially.

Answer. I know of no such instance whatsoever.

EZRA HYDE.

No. 17.

Monday Morning, February 18, 1822.

William B. Bradford, slop dealer, a witness produced and affirmed, answers and says—

Question. HAVE you at any time, and when, and to what amount, supplied Mr. Binney, the Navy Agent, with slops, or any other, and what other articles for the use of the United States?

Answer. Soon after the appointment of Mr. Binney to the office of Navy Agent, Mr. John D. Dyer and I and several others applied to Mr. Binney to know if he would let us have a proportion of the business of making supplies for the Government of such articles as were in the line of our business. Mr. Binney answered that it would be agreeable to him to do so, and that he would call upon us occasionally for such articles as he should be in want of. Accordingly, a short time afterwards, we were employed by Mr. Binney to make some mattresses, which we made, but being covered with tow cloth, and in other respects not being approved by Commodore

Rodgers, who was then at the Navy Yard at Charlestown, the mattresses were left upon our hands.

Soon afterwards I was called upon to furnish, as speedily as possible, some duck frocks, which I supplied immediately.

A short time after this, Mr. Binney applied to Mr. Dyer, Mr. Clark and myself to furnish a variety of articles, among which were 500 frocks. After having consulted with my associates, as to what we could afford to make these for, we made a proposal to Mr. Binney, which at first he would not accept, but afterwards a bargain was concluded between us, and I was to furnish the frocks at two dollars each.

Question. Did you at any time, and at what time in particular, agree with Mr. Binney, that if he would take supplies from you, you would make a deduction of any and what percentage from the face of your bills?

Answer. Sometime in 1812, perceiving that Mr. Binney did not often call upon us for supplies, and that other people in our line had the benefit of his business, I called on Mr. Binney, or by writing him a note, or in some other way, intimated to him, that we would give him one and a half per cent. upon the amount of any articles we might furnish him with. I do not remember that he made any particular reply to this proposition, but I understood from him that he would give us encouragement. We afterwards supplied him with various articles, among which were a quantity of short jackets and trowsers, to amount of about 3000 dollars, and some pea jackets, (to what amount I don't remember,) and some Tecklenburg frocks and trowsers, to a considerable amount, from time to time, Mr. Binney having furnished us with the cloth of which these last mentioned articles were made.

Upon a part of these supplies, namely, the jackets and trowsers, amounting to 3000 dollars, as before stated, and the pea jackets, we allowed Mr. Binney one and a half per cent on the whole amount, and paid him the same in money, some time after our bills were settled by Mr. Binney. The amount of this percentage was enclosed in a note to Mr. Binney, which I personally handed to him, being, as I think, the precise sum of forty-five dollars.

A similar percentage was paid on the amount of the pea jackets, but what was the sum precisely, I do not now remember. At one time, when I was in the counting room of Mr. Binney, which was then kept on Codman's Wharf, in the course of a conversation with him, he said, You see how hard I work, and yet I am allowed only a salary of \$2000 per year.

Question by Mr. Binney. Do you know, or have you any and what reason to believe it was my custom, when I wanted supplies of articles in your line of business, to address circular letters to yourself, Mr. Dyer, and others in that line, in order to ascertain before-hand, your lowest prices for such articles?

Answer. At the time we made the frocks, letters of the kind

alluded to were usually sent out by Mr. Binney, but how this was, subsequently to that period, I know not.

Question. In all your contracts for supplies, with Mr. Binney, were the articles furnished placed at the lowest prices, or did you, in fixing your prices, take into consideration the percentage which you agreed to allow him?

Answer. The prices in my bill were always the lowest that I could afford, without any reference to the percentage before mentioned, and the payments were always made to me by Mr. Binney in cash or current money.

WILLIAM B. BRADFORD.

No. 18.

February 18th, 1822.

Isaac Scott, blockmaker, a witness produced, sworn and examined on the part of the United States, answers and says—

Question. HAVE you at any time, and when in particular, supplied Mr. Binney, the Navy Agent, with any and what articles in the line of your business, or otherwise, for the use of Government?

Answer. In September, 1812, and from that to October of the same year, I and my partner, James Clark, furnished Mr. Binney with sponges and rammers and various other articles in our way, amounting altogether, as per our bill, to the sum of 370 dollars 97 cents; for which we received in cash, by his check, 348 dollars 64 cents; it having been agreed upon between Mr. Binney and ourselves, previously to our doing the work, that a deduction at that rate should be made from the face of our bills; inasmuch as block-makers are accustomed to make a deduction of about 10 per cent. upon their bills generally. Our company have since done other work for Mr. Binney, but the foregoing is the only bill I ever remember to have settled personally with Mr. Binney.

Question. Do you know whether, in the bill you rendered to Mr. Binney for the articles in question, the same were charged and receipted to him at the long price, or at their amount after the deduction to which your have alluded?

Answer. I am entirely unable to say which, after such a lapse of time, and I never stated to any person a knowledge of the fact alluded to.

ISAAC SCOTT.

No. 19.

February 18th, 1822.

James Clark, a witness produced, sworn and examined on the part of the United States, answers as follows, viz.

Question. ARE you a blockmaker of the town of Boston? Have you at any time, and when in particular, furnished Mr. Binney, the Navy Agent, for the use of the United States, any articles in the line of your business or otherwise? If yea, be pleased to state the same fully; the manner in which the same were settled and paid for by Mr. Binney, and all the circumstances attending the said settlement.

Answer. On September 24th, 1813, and from that time to January, 1814, I and my partner, Isaac Scott, furnished Mr. Binney with sundry articles in our line of business, consisting of blocks, iron cogs, and such like articles for the use of several public vessels; our bills whereof amounting altogether to the sum of 3044 dollars and 10 cents. On the 14th April of the same year, we had received of Mr. Binney, in various payments, from time to time, the sum of 2555 dollars and 2 cents, leaving a balance 489 dollars and 8 cents, which was the amount of the deduction of 20 per cent. agreed upon by Mr. Binney and ourselves, at the time of our engaging to do the work; there being however included in our bills several charges from which no deduction was to be made. But whether the bill, which was rendered and receipted to Mr. Binney, was for the whole sum in gross, or the sum remaining after the aforesaid deduction, I do not remember. I know nothing more as to the subject matter of the present inquiry.

Question by Mr. Binney. Were the bills, to which you have alluded, for supplies, made on account of the public ships Wasp, Frolic, and Syren? If yea, was the sum you mention, of 3044 dollars 10 cents, the amount of all the bills rendered by you to Mr. Binney, for articles furnished for these vessels, within the period you mention, from September 1813, to April, 1814?

Answer. All the supplies in question appear by our books to have been made for the ships which have been mentioned; and I have no doubt that the sum which has been stated is the whole amount of those supplies within the period referred to.

JAMES CLARK.

No. 20.

February 25, 1822.

Loring Barker, a witness produced, sworn and examined on the part of the United States.

Question. WHAT is your usual occupation ; how long have you been in that line of business ; and where have you or do now carry it on ?

Answer. I am a ship carpenter by trade, and have, for the most of the time during the last ten years, been employed at the Navy Yard in Charlestown.

Question. Have you at any time, and when in particular, on presenting your bills of public work to Mr. Binney, the Navy Agent, allowed him any and what per centage or discount from the face of your bills ? If yea, be pleased to state the instances of that kind which have occurred.

Answer. I never, according to the best of my recollection, presented but one bill of work to Mr. Binney for payment. That was a bill for work done on board the frigate United States, whereof the late Captain Decatur was commander ; the bill amounting, as I think, to about three hundred dollars, which bill I first presented to Captain Decatur, and it was signed and approved by him. This was, I think, in the year 1814. Immediately after the approval of my bill by Captain Decatur, I presented the same to Mr. Binney for payment, who looked at the bill, and said, Very well—I can't pay the whole amount now ; but I will pay you part now and the residue in ten days after the squadron have sailed. I accordingly received of him part payment, and in about a fortnight afterwards I called on Mr. Binney again, and he took the bill and looked at it, and then said I had charged too much, and that he could not pay the whole of the bill, but that if I would deduct about twenty dollars therefrom, he would settle and pay it. I at length consented to the deduction, and the bill was then settled and paid ; and this is all I know upon the subject.

Question. Is the bill now shewn to you, and of which a copy is to be annexed to your deposition, the identical bill of work to which you have alluded ?

Answer. I have no doubt it is the same.

LORING BARKER.

No. 21.

February 18, 1822.

George Domett, manufacturer of saddlery, &c. &c. a witness produced, sworn and examined on the part of the United States, answers and says, viz.

Question. HAVE you at any time, and when in particular, furnished to Mr. Binney, the Navy Agent, any and what articles of merchandize for the use of the United States? If yea, what articles were so furnished; what was the manner in which the same were paid for; and what were the circumstances attending the settlement of your bills with Mr. Binney?

Answer. For about ten years past I, with my former partner, Mr. Stephen Fairbanks, and since the dissolution of the partnership of Domett & Fairbanks, about five years ago, I myself, have been in the habit of supplying Mr. Binney with various articles in my line, such as engine hose, fire buckets, passing boxes, cartridge boxes, boarding caps, and such like articles. I always made my bargain and fixed my prices with Mr. Binney before the articles were furnished, and always found him pretty tight in his terms. During all the time of my connection in this way with Mr. Binney, he always paid me punctually and honourably, sometimes by checks on the bank, and at other times by checks on different brokers.

Question. Was there ever subsisting between you and Mr. Binney any agreement or understanding whatever, that you should allow him any, and what percentage on your bills of articles to the Government, or any other compensation, as a gratuity to him for giving you the benefit of making the supplies alluded to?

Answer. No; never.

Question. What was the aggregate amount of the articles furnished by you to Mr. Binney, during the period you have mentioned? Were they charged at the usual and customary prices? Was there any instance in which any article was charged in your bill at an exorbitant price? And if so, what was the cause or consideration thereof?

Answer. The aggregate amount of my bills, during the period alluded to, may perhaps have been about five thousand dollars. I am not sensible of having ever charged any article at too high a price; but I know that higher prices have been charged to the United States for some articles than were charged by me, particularly the article of fire buckets, which were charged by me at five dollars, whereas I know they have since been charged to the Government at six dollars—which difference has taken place, as to fire buckets, since the contracts were made with Mr. Winslow Lewis.

GEORGE DOMETT.

No. 22.

Gerry Fairbanks, a witness produced, sworn and examined on the part of the United States.

Question. WHERE do you reside ; what is your line of business or occupation, and how long and where have you carried it on ?

Answer. I am a vender of hats, furs, &c. and have been in that line in Boston for about sixteen years.

Question. Did you at any time, and when in particular, purchase of Mr. Enoch Silsby any, and if any what number of glazed seamen's hats ? If yea, what was the price you paid therefor ?

Answer. Sometime, as I think, in 1813 or 1814, I remember to have purchased of Mr. Silsby a parcel of from one hundred to two hundred glazed hats, for which it is my impression that the price I gave was about two dollars each.

Question. Were the said hats purchased by you at the request of or in pursuance of any intimation given you by Mr. Binney, the Navy Agent ?

Answer. No. There was never a word of conversation between Mr. Binney and myself relative to said purchase previously thereto ; nor had he the least connection or concern with the said purchase.

Question. Did you at any time and when, after having purchased said hats, sell the same or any part thereof ? If yea, to whom were they sold, at what price, and from whom and in what manner did you receive payment therefor ?

Answer. It is impressed upon my mind, that on the very next day after my purchase of the hats, one of the pursers in the navy, (but which of them I do not remember,) came to my store for the purpose of purchasing some hats, whereupon I showed him a sample of those which I had recently bought. He liked them, and made me an offer of a price, being, as I think, about fifty or sixty cents more than they had cost me, and proposed upon these terms to take all I had. I accepted his offer, and accordingly the hats were delivered to him. As to the mode in which payment was made me for the hats, it was either by an order on Mr. Binney, or my bill was made out and presented to Mr. Binney ; but I am uncertain in what way particularly I received my pay. I am, however, strongly impressed by the belief, that my bill was made out to the purser, as I had no concern whatever with Mr. Binney in regard to the sale of said hats.

Question. Were the prices of articles in your line pretty uniform and steady at the period to which you have alluded, or were they fluctuating ?

Answer. They were very fluctuating indeed, owing to the uncertainty of what requisitions would be made from time to time of such articles for the use of our public vessels.

GERRY FAIRBANKS.

February 13, 1812.

George Hallet, a witness produced, sworn and examined on the part of the United States, answers and says, viz.

Question. ARE you a dealer, in wholesale or retail, or both, in West India goods in Boston? Have you at any time, and when in particular, furnished Mr. Binney, the Navy Agent, with supplies of merchandize of any and what description and amount, for the use of the United States?

Answer. I am a dealer in West India goods, both by wholesale and retail, in Boston. The only instance in which I ever supplied Mr. Binney with merchandize of any description, was on the 12th February, 1812, when I furnished him with sundry articles, amounting to the sum of \$216: 91, as per my bill, a transcript whereof, as taken from my books, is hereunto annexed; which bill was duly paid, as I presume, by Mr. Binney, on presentment.

Question. Has Mr. Binney at any time, and when in particular, made to you any and what overtures or propositions as to the terms upon which he would continue to purchase articles of you on public account? If yea, be pleased to state the nature of such overtures and propositions, and the particular circumstances under which the same were made to you?

Answer. He never did make any propositions of the nature alluded to in the question; but in regard to the before-mentioned bill of \$216: 91, Mr. Binney, or some other person, did request me to give a bill of the same articles for about ten per cent. above the price at which the same were charged in said bill; to which I replied, I was not acquainted with doing business in that way, and would not do it; and here all my business with the Navy Agent terminated.

Question. Do you think it, from your present recollection, certain or not, that Mr. Binney is the person who made to you the proposition as you have stated it? And have you any and what means of determining who was in reality the person from whom that proposition proceeded.

Answer. I have no actual knowledge respecting it, nor any means of refreshing my recollection upon the subject.

GEORGE HALLET.

February 12, 1812.

Sold Amos Binney, Navy Agent,

1 hhd. Rum, 128—6=122 gallons, at 110 cts.	\$134 20
1 do. Molasses, 99—4=95 gallons, at 56 cts.	53 20
100 lbs. Cheese, at 10 cts.	10 00
82 lbs. Butter, at 18 cts.	14 76
1 bbl. Beans, (3 bushels,) at 9s—bbl. 1s6	4 75

Received payment, \$216 91

GEORGE HALLET.

No. 27.

February 18, 1822.

Thomas B. Kendall, a witness produced, sworn and examined on the part of the United States.

Question. ARE you now and how long have you been in the line of business of a sail-maker in Boston?

Answer. I have been in that line ever since the year 1807 to the present period.

Question. Have you at any time, and when in particular, been employed by Mr. Binney, the Navy Agent, to purchase duck, or any and what other article for the use of the United States? If yea, was it agreed or understood between yourself and Mr. Binney, that upon such purchases as you might make, from time to time, any and if any what percentage should be added to your bills thereof against the Government, over and above the price at which they were purchased by you?

Answer. I never purchased duck or any other article for Mr. Binney. He has, however, very frequently employed me to go around the town to inquire the prices of various articles, which he wanted for the Government, which I have uniformly done, and reported to Mr. Binney the places and prices at which the articles might be had; but as to any percentage like that alluded to in the question, or any other profit to Mr. Binney upon the purchase of such or any other articles by Mr. Binney, I have no knowledge, nor was there ever an intimation given me by Mr. Binney on any such subject. I have no knowledge of any other fact or circumstance relative to the subject matter of the present inquiry.

THOMAS B. KENDALL.

No. 28.

February 18, 1822.

James Weld, a baker, a witness produced, sworn and examined on the part of the United States.

Question. HAVE you at any time, and when in particular, furnished Mr. Binney, the Navy Agent, with any and what quantities of bread? If yea, in what manner were your bills therefor paid by Mr. Binney, and what were the circumstances attending such payments?

Answer. At different times, soon after the commencement of

the late war, and from that period to about the year 1816, I furnished Mr. Binney with considerable quantities of bread, to amount altogether of \$30,000, or perhaps more, first and last. In the course of my furnishing these supplies, I was in the habit of calling on Mr. Binney, from time to time, for money, as I wanted it; sometimes for \$500, sometimes for \$1000, and other sums, which he would pay me when he could spare the money; which sums were always handed me in the way of an advance, and before my bills had become due. Sometime, I think, in the year 1814, having heard that Mr. Binney had sold one or two dwelling houses, I called on him to know if he would sell me a certain house situated upon Copps' Hill, in Boston, which I was then desirous of purchasing; and I inquired what would be his price therefor. He then named his price, which was \$4000. I then said I would give him his price, if he would give me a credit of some years to pay it in. He agreed to give me a credit of four years; in other words, that the payment should be made in four equal annual instalments. I accordingly gave him my notes of hand for payment thereof, with interest. Having, soon thereafterwards, received considerable sums of money from Mr. Binney and others, I felt disposed to make payments upon the notes in question, so as to stop the running interest thereon; so that all the notes were in fact taken up and discharged, according to the best of my remembrance, within two years from the time at which they were given.

Question. What has been the amount of the repairs done upon the house alluded to, since you purchased it?

Answer. I do not recollect the precise amount, but think it may have been from two to four hundred dollars, at various times.

Question. Have you since sold the house in question; and when, and to whom, and for what price?

Answer. Sometime, I think, in the year 1818, being then in want of funds, I sold said house to Caleb Eddy for the sum of \$3000, receiving for the same, as I think, sundry good notes of hand of different persons, so that the whole amount was received in cash in the course of about three months. The price I sold the house for I considered very low; and in my opinion the house, with the repairs since done upon it, is worth \$4000.

Question. Did you pay Mr. Binney for the house in money, or by your bills of bread? and had you or not any agreement or understanding with Mr. Binney, at the time of the purchase, as to the manner in which the house should be paid for?

Answer. I never made any agreement with Mr. Binney to pay him in bread, nor did he ever propose or agree to take any payments in that way: but sometimes, when Mr. Binney had paid my bills, I was accustomed to have a portion of the money paid endorsed, in part satisfaction of my notes; but this was generally done at my own suggestion. But sometimes Mr. Binney would ask me how much I chose to have endorsed upon the notes, when I generally had endorsed whatever sum I could spare.

Question. Did you purchase the house in question for the habitation of your family, or was it bought on speculation?

Answer. I purchased it for my own use, and moved my family into it very soon afterwards.

Question by Mr. Binney. Were your supplies of bread made at the lowest market prices, or were they at any time overcharged by reason of your having purchased the house, or for any and what other cause?

Answer. Mr. Binney always had his bread of me at the lowest prices; and frequently, when I have been at his counting room, shewing my samples and prices, I have seen other bakers there for the same purpose. Sometimes indeed, for the sake of having the business of Mr. Binney, I have been induced, by reason of the competition among the bakers, to put the prices of my bread lower than I could then afford without loss, as the price of flour was at that time.

JAMES WELD.

No. 29.

February 20, 1822.

Thomas Lillie, a witness produced, sworn and examined on the part of the United States.

Question. WHAT is your line of business?

Answer. My business is that of a brass founder.

Question. Have you at any time, and when, been employed by Mr. Binney, the Navy Agent, to furnish any and what articles, in the line of your business, for the use of the United States? If yes, when were you so employed first; what is probably the total amount of all the bills of work, in this way, which you have rendered and received payment for; and in what manner have they generally been settled and paid by Mr. Binney?

Answer. I was first employed by Mr. Binney to furnish him with articles in my line, such as cogs and shieves for blocks, &c. soon after his appointment to office. The whole amount of all my bills for this business I cannot tell precisely, but should suppose it might amount to about eight or ten thousand dollars. When I began to work for Mr. Binney, and from that period to the present, all the work I have done for him on the public account has uniformly been upon previous stipulation by contract with him. He was in the practice, I know, of sending out his circulars to the various mechanics in my line, in order to ascertain the lowest prices at which our work could be furnished, and I always supposed, that unless my terms were as low as those of any other individual in my



line, I should never have from Mr. Binney any portion of the public business. The bills of work which I presented to Mr. Binney from time to time were usually paid at their face, in cash, during the first of my being employed in public work.

Soon after the commencement of the late war, I was informed that Mr. Binney had a house for sale in Snow-hill Street, at the north end, in Boston. Being then desirous of purchasing a house for my family, I called on him to know the terms upon which he would sell it to me. He said to me his price was \$2400. This I told him I thought was too much; and after considerable conversation with him upon the subject, he finally consented to take off \$200 from that price. Upon those terms I eventually agreed to take the house; and accordingly he gave me a deed thereof, and I gave him my notes for the purchase money, together with a mortgage of the premises, payable, the three first notes of \$500 each, in three successive years, and the other notes made payable so that the whole should be paid within the term of five years from the time of the purchase.

Afterwards, when I carried in my bills to Mr. Binney, either on public or private account, it was my practice to appropriate some portion of the money which I was about to receive of him, in part satisfaction of the notes in question; but the amount which was to be applied in this way was generally left by Mr. Binney to my own option. By these means the notes alluded to have been mostly paid; but having had a very hard job in some business lately done by contract for Mr. Binney, upon the ship *Independence*, and owing to the rise of coals, copper, and pots, since the date of that contract, I have not been able to pay the whole amount of said notes to this day.

Question. Did Mr. Binney first propose to you the sale of the house in question, or did the proposition to purchase first proceed from yourself?

Answer. The first movement on that subject was made by myself?

Question. Did you purchase the house upon speculation, or was it for the use of yourself and family; and have you ever since occupied it?

Answer. I purchased it for my own habitation, and moved into it soon after the purchase, and improved it until about twenty-one months since, when I removed.

Question. Have the charges in your accounts for public works, as well before as since the purchase of the house alluded to, been at the usual lowest cash prices?

Answer. They have been so uniformly.

Question. What rent do you now receive for the house referred to?

Answer. One hundred and eighty dollars per annum.

THOMAS LILLIE.

No. 30.

February 23, 1822.

Levi Willard, a witness produced, sworn and examined on the part of the United States.

Question. ARE you acquainted, and how long have you been so, with Mr. James Weld, a baker in Boston?

Answer. I have been acquainted with him for about ten years now last past.

Question. Have you at any time, and when in particular, had conversation with Mr. Weld relative to the purchase of a certain dwelling house in Boston, supposed to have been heretofore sold to him by Mr. Amos Binney, the Navy Agent? If yea, what was the purport of such conversation? Did he or not propose to sell you the house in question, at any and what price?

Answer. Sometime, I think, about six years ago, I hired of Mr. Weld a house near Copps' Hill in Boston, being the same as I understand he had formerly purchased of Mr. Amos Binney. Mr. Weld accordingly moved out of the house, and I moved into it. My agreement was to pay him a rent of two hundred and fifty dollars per annum, which I did during the time of my improving it, which, I think, was for five or six quarters. During the time I was in the house, I had some conversation with Mr. Weld relative to purchasing it of him, in the course of which conversation he said he was willing to sell it to me for thirty-four hundred dollars. This price I declined giving him, but offered him for the house twenty-eight hundred dollars in cash. He refused the offer, saying he could not take that price, and here our conversation on the subject ended.

Question. Was the price of real estate in Boston high or low at the period when the conversation alluded to took place?

Answer. The price of real estate was at that time considerably lower than it had been for several years previous thereto.

Question. What in your judgment is about the present value of the house alluded to, and what do you think it would now sell for, on a credit of three or four years?

Answer. If the house were now in the same repair as when I left it, I should be willing to give for it about three thousand dollars.

LEVI WILLARD.

No. 32.

February 19, 1822.

Joseph Cotton, Jr. a witness produced, sworn and examined on the part of the United States.

Question. WHAT is your line of business, and how long and where have you been engaged therein?

Answer. I am a ship-smith, and have been engaged in that business in Boston for about eighteen years.

Question. Have you at any time, and when, been employed by Mr. Binney, the Navy Agent, to do work for the Government in your line? If yea, in what manner have you been accustomed to settle with him your bills of work, and in what manner have your bills been paid by him from time to time?

Answer. The first work we did for Mr. Binney was in the year 1812, at which time the work we did was iron work for the blocks. At that time the amount of our bills was five hundred and forty-five dollars; and that work, as well as all the rest we did, from that period to the present, are particularly stated, together with the prices thereof and the dates, in the memorandum by me subscribed and hereunto annexed, which is a correct statement as taken from the original entries in my books. By this it appears that the aggregate amount of all my bills was \$1440:52. But in the course of the period alluded to, I have done various work for Mr. Binney, on his private account, to the amount, I should think, of about three hundred dollars.

As to the manner in which my bills were settled and paid by Mr. Binney, and the several discounts from the face of them, all this will sufficiently appear on reference to the statement contained in the annexed memorandum, which has been alluded to, all which is correct.

Question. Upon what reason or pretext were the several discounts therein mentioned claimed by Mr. Binney or Capt. Hull, as deductions of so much from your several bills?

Answer. In the one instance, wherein Capt. Hull claimed the discount of 12 dollars 90 cents, as stated in the memorandum, the circumstances attending the transaction were these: I had called on Col. Binney first with my bill, who said to me it was necessary to have it approved by Commodore Hull. I then went for Commodore Hull at his office at the Navy Yard. He was not there, and I then handed the bill to Mr. Fosdick, who asked me what discount I should make on the bill, to which I replied that my charges were fair, and I could allow no discount. He then observed, that if I would discount 20 per cent. the Commodore, when he came in, would sign it, or words to that effect. I left the bill with Fosdick,

declining at that time to make any discount. Several days afterwards I called again at the Navy Yard, (Com. Hull not then being there) and found the bill had not been approved. Mr. Fosdick observed, that the Commodore said the charges were too high, and Fosdick still wanted me to discount 20 per cent. when I said I positively would not; but as the amount was small, I said I would deduct 10 per cent. rather than have any further trouble about it. Some days after this, I called a third time at the Navy Yard, not finding Commodore Hull at home. The bill, however, was shewn me by Fosdick, signed and approved by Commodore Hull, with the deduction of 10 per cent. as I had admitted. Commodore Hull was at no time at the Navy Yard when I called there for a settlement of the bill, nor have I ever had any conversation with him upon the subject. As to the discounts which appear from the memorandum annexed to have been allowed in the settlement of bills with Mr. Binney I have no personal knowledge. Those settlements appear in my ledger to be minuted in the hand writing of my brother, Alexander Cotton, who deceased about two years ago; and the settlements alluded to must, I presume, have been made by him.

Question. Were you at any time, and when, the purchaser of a pew in the Methodist meeting house in Bromfield's Lane? If yea, of whom and at what price was the same purchased; in what manner and to whom did you make payment for the same? Are you of the Methodist persuasion in religion; and are you now, and how long have you been a worshipper at the meeting house alluded to?

Answer. In October, 1816, I went to the meeting house in question, where a number of persons, fifty or more, were assembled, looking at the pews, which had all been previously appraised; and I then selected for myself two pews, for the choice whereof I think I was to pay five dollars each, one of the pews being appraised at the sum of 250, and the other at 260 dollars, for the amount of both which sums I gave my notes to Mr. Binney, payable on demand with interest. These notes were afterwards paid to Mr. Binney, partly at times when I was receiving money of him upon my bills of public work, at which times whatever sum I chose to apply in that way was endorsed on my several notes in his hands, and these payments are particularly noted in the annexed memorandum. The notes in question were also paid in part by work done for Mr. Binney on private account, and the balance of the debt was paid in money. I am not of the Methodist persuasion in religion, nor have ever attended worship in the meeting house which has been referred to.

Question. At the time of purchasing the pews in question, was there any agreement or understanding, direct or indirect, between yourself and Mr. Binney, that he would give you any greater por-

tion of the public business in your line or any additional allowance on your bills of work, in case you would purchase the pews?

Answer. No, never. I never had any conversation with Mr. Binney on any such subject, nor with any other person acting in his behalf, directly or indirectly.

Question. Do you know that Mr. Binney had, at the period alluded to, or now has, any and what personal interest, greater than that of any other member of the congregation referred to, in the meeting house in Bromfield's Lane?

Answer. I know nothing upon that subject.

Question. Were the charges in your bills of public work, or either of them, at the usual, customary prices, or were they made larger, or any additional allowance made by Mr. Binney in his settlements with you on account of your having purchased the pews, as before mentioned.

Answer. My bills as settled with Mr. Binney were always at the lowest cash prices.

Question. Are you sensible of having been favoured in any way, or having received any greater share of the public work from Mr. Binney, by reason of your having purchased the pews in question?

Answer. I have done very little work for Mr. Binney on the public account, since the purchase of the pews—not so much as I had been accustomed to do before—and I am not sensible of having been at any time favoured by Mr. Binney, inasmuch as charges in my bills have always been, as before stated, at the lowest cash prices.

Question. Was the bill upon which you say there was a discount of 12 dollars and 90 cents, and which was approved by Capt. Hull, afterwards paid by Mr. Binney in full, with that deduction only?

Answer. Yes,

JOSEPH COTTON, Jr.

No. 33.

February 19, 1822.

John Fuller, truckman, a witness produced, sworn and examined on the part of the United States.

Question. HAVE you at any time, and when, been employed by Mr. Binney, the Navy Agent, in doing any and what kind of business in the public service? When did such employment commence, how long did it continue, and what was about the aggregate amount of your bills therefor?

Answer. My business with Mr. Binney in trucking merchandize for the Government commenced, as I think, in October, 1813, and I have been occasionally employed by Mr. Binney from that to the

present period ; and the amount of my bills during the whole of that period must have been, as I should suppose, upwards of two thousand dollars.

Question. Have you at any time, and when in particular, purchased of Mr. Binney one or more pews in the Methodist meeting house in Bromfield's Lane, Boston? If yea, what induced you to make such purchase, what was the price therefor, and in what manner did you pay for the same?

Answer. About three years ago, I did purchase, at a public auction in Boston, which had been previously advertised in the public gazettes, one pew in the meeting house alluded to, for which I stipulated to pay the appraised value, which was 160 dollars, having paid also the sum of five dollars, which I bid at said auction for the choice of said pew. One of my inducements for purchasing was, that I was a member of the congregation which worships in that meeting house, and I wanted the pew for the accommodation of myself and family when they should choose to go there. Another inducement was, that being in the employment of Mr. Binney, in trucking, not only for the Government, but on his own private account also, I expected I should be able to pay for the pew in my way, which would be more easy for me than to pay the money. Accordingly, I gave my notes to Mr. Binney for the pew, payable, as I think, on demand with interest, which I afterwards paid to him principally in my bills of work, which I did for Mr. Binney on his private account; but a part of the payment, perhaps a third, was made by means of money I received from Mr. Binney for public work; which sums were from time to time endorsed upon my note to Mr. Binney when I received money, for the sake of stopping the interest on said note.

Question. What is the number of the congregation belonging to the meeting house in question, and what the number of proprietors thereof?

Answer. The meeting at the house is generally very full; sometimes it has been so much so, that the people and the preacher have been under the necessity of getting in at the back windows thereof in order to obtain seats! but I do not know the number of persons belonging to the congregation, nor of those who are proprietors of pews.

Question. Had Mr. Binney, as you know, or have any and what reason to believe, any other or greater interest in said meeting house, when you purchased the pew in question, than such as belonged to other members of the corporation? Was he then or is he now treasurer or clerk of said corporation, and which, if either?

Answer. I know not what was or is the nature or extent of Mr. Binney's interest in that meeting house. He was I think, and is, either clerk or treasurer of the corporation, but I do not remember which.

Question. Have you ever had any conversation or understanding whatever with Mr. Binney, that on condition of your purchas-

ing the pew in question, you would be favoured in any way, either as to the amount or the prices of your labour for the public service? and were you ever so favoured by him on that account?

Answer. No, never. My prices for trucking for the public, as well as for him individually, were always the lowest customary cash prices; and Mr. Binney always told me I should never have any work of his without I would do it as cheap as any other man.

JOHN FULLER.

No. 34.

February 21, 1822.

Daniel Adams, a witness produced, sworn and examined on the part of the United States.

Question. WHERE do you reside; what is your line of business, and how long have you been engaged in that line?

Answer. I reside in Boston. I am a pump and block maker, and have been in that employment about nineteen years.

Question. Have you at any time, and when, been employed by Mr. Binney, the Navy Agent, to furnish articles in your line for the public use? If yea, when were you so employed first by Mr. Binney; what is about the aggregate amount, according to the best of your recollection, of all the bills of work which you have rendered to him from time to time; and in what manner have these bills been usually settled and paid?

Answer. According to the best of my recollection, I was first employed to do work for Mr. Binney in my line, soon after his appointment to office, and have continued to be employed by him from that time to the present. As to the aggregate amount of all the bills which have been rendered him, it is impossible for me to speak with precision. I should think, however, it might be about fifteen thousand dollars. He has in every instance paid my bills in money or treasury notes, except in one instance, and in the instance to which I allude, I consider the payment which was made me as being the same as money.

Question. What is the instance to which you have reference? Be pleased to state the case particularly, with all the facts and circumstances attending it.

Answer. In 1816, some time in September or October, I was down at Mr. Binney's office. Mr. Binney said to me, Adams, we are about selling some pews in the Methodist meeting house, Bromfield's Lane. I inquired of him the terms of sale. In answer he said he would receive payment for the pews in any work I might

do for him, either on public or private account,* as my bills should be rendered from time to time ; that is, that when he paid my bills, I should let ten per cent. of their amount be endorsed on my note for any pews I might purchase. Accordingly, having seen soon afterwards an advertisement for the sale of the pews in question in the newspapers, I went, on the day appointed for the sale, to the Methodist Chapel, where the pews were to be put up at public vendue ; that is, the choice of the pews according to their number, and an appraisement which had previously been made, was to be the subject of the bidding, which is, I believe, the customary mode of selling that species of property. There were, I should think, sixty or seventy persons present on the occasion. I then looked round the pews in order to fix my choice upon two, which I intended to purchase, there being pasted a paper on the door of each pew shewing its number, and the sum at which it had been appraised. I fixed my choice upon one in the broad aisle ; it was appraised, I think, at two hundred and eighty dollars. I concluded to take another pew in the side aisle, which was appraised at one hundred and twenty dollars. The choice of the first mentioned pew was struck off to me at twenty dollars ; the other I got at the appraisal. Immediately after the sale, I gave my notes of hand for the purchase money to Mr. John Clark, who was treasurer of the corporation, payable to him or order on demand with interest ; and received his deed as treasurer, countersigned by Amos Binney, secretary of the corporation, said deed bearing date the 14th of October, 1816. The notes I gave for the pews were afterwards paid to Mr. Binney, in various partial payments from time to time, as I rendered him my bills of work. Sometimes I would pay to him about ten per cent. of the amount I was to receive ; sometimes less than that, and once I remember, which was the time I finally took up my notes, I paid him perhaps two-thirds of what I was to receive upon the bill presented ; but, upon all the occasions alluded to, it was always left at my own option to say how much I would have endorsed on my notes.

Question. Were your bills for public work always paid at their face by Mr. Binney, and so receipted for to the Government, or did he on any and what occasion, claim and obtain any and what discount thereon ?

Answer. My bills were always paid at their face, and so receipted for by me, without discount of any kind.

Question. Is it now, or has it ever been, and when, the custom of artificers in your line to allow any, and what discount on the payment of their bills, either to the Government or individuals ?

Answer. By an agreement which has long subsisted among blockmakers in this town, the rule is and has been to deduct ten

* The contracts with Mr. Adams have been made with the Navy Board, and Mr. Binney could have no controul of his prices.

per cent. from the face of our bills for work done on account of individuals. With regard to the work we do for Government, upon contract, our charges have usually been at the short prices; in other words with a discount upon our bills of from twelve to fifteen per cent.; and upon some particular kinds of work, the discount has sometimes been as high as eighteen per cent.; and such are the terms upon which I have been accustomed to do public work for Mr. Binney.

Question. Did you at any time make your charges for public work, in the bills presented to Mr. Binney, differently from the terms you have now stated, by reason of your having purchased the pews which have been mentioned?

Answer. No, never.

Question. Did Mr. Binney ever give you any intimation, directly or indirectly, that he would favour you in regard to the public work, either as to quantity or price, on condition of your purchasing the pews?

Answer. No, never. He never spoke to me on any such subject.

Question. Was Mr. Binney present at the sale of the pews alluded to? Is he now and how long has he been a member of the congregation in Bromfield's Lane?

Answer. I believe Mr. Binney was present at the sale alluded to. I know not if he is or has ever been a member of the Methodist congregation.

Question by Mr. Binney. Did you ever furnish Mr. Binney with any block-work for Government account, without first making a specific contract with him or the Navy Board for the prices that were to be allowed for every block, or other article?

Answer. No, not in any instance.

Question. Have you or have you not been accustomed to receive Mr. Binney's circulars, addressed to yourself and other blockmakers, requiring a statement of your lowest prices of work, and at times for doing the block-work of particular ships therein named?

Answer. Yes. I have, I presume, twenty such circulars now on file, and presume it is the same with the other blockmakers. I have been employed by all the Navy Agents at this place to do public work in my line, ever since the year 1803; and in my opinion Mr. Binney has always been more sharp and critical in his public contracts than either of his predecessors; for I have sometimes found it difficult to make such a contract with Mr. Binney as I could live by.

Question. Was any proposal ever made to you by any one authorized by Mr. Binney, that if you purchased a pew or pews you would be favoured in your charges against the public.

Answer. No, never. I have never had from any one an intimation of the kind.

DANIEL ADAMS.

No. 35.

Abbott Lawrence, merchant, a witness produced, sworn and examined on the part of the United States.

Question. HAVE you at any time, and when in particular, furnished Mr. Binney, the Navy Agent, with any and what articles of merchandize on public account? If yea, be pleased to state the nature and amount thereof, and the manner in which your bills of the same were settled and paid?

Answer. I am in copartnership with my brother, Amos Lawrence, and have been so for about eight years past; and I do not remember of our having ever sold, or of having myself sold to Mr. Binney any article of merchandize whatever; nor have I ever had any other dealings with Col. Binney, according to the best of my recollection, except in this way, that from about the commencement of the late war to the present time, sundry persons, appearing to be contractors with Col. Binney, have from time to time purchased at our store divers articles of merchandize, which have sometimes been paid for by checks of Col. Binney, which these purchasers brought with them, which checks were sometimes not yet payable when they were delivered to us. The persons, who were the principal purchasers on the occasions alluded to, were Robert C. Ludlow, of the firm of Binney & Ludlow, John D. Dyer, Ezra Palmer, Isaac Cook; the amount of which purchases being from first to last from thirty to seventy thousand dollars; the payments for which purchases were sometimes made in exchequer bills at the current prices thereof.

Question. Do you know that any, and if any what proportion of the merchandize, which was sold by you, as before mentioned, to the persons you have named, was afterwards sold by them, or either of them, to Mr. Binney, the Navy Agent? If yea, be pleased to describe the merchandize so sold, and state the difference, if any, between the prices paid to you, and those at which the after sales were made to the Navy Agent?

Answer. I know of no instance of any goods, which I sold as before stated, being afterwards sold or delivered over by the purchasers to the Navy Agent, except in relation to certain slop clothes, and some other things not remembered, as to which the circumstances are these, viz. In several instances, from the year 1815 to 1820, I and my partner were sureties on the bonds which were required by Col. Binney of persons contracting with him for the supply of slop clothing; but whether the cloth I sold these men was afterwards turned in to the Navy Agent for the public use, or at what prices, I am entirely ignorant.

Question. What were your inducements for becoming bondsmen for the persons alluded to? Were you ever requested by Mr. Binney, the Navy Agent, to do this?

Answer. We were induced to take this responsibility, in the expectation of furnishing supplies to these contractors ; but I never exchanged a word with Mr. Binney on this subject.

Question. Do you know of any instance in which Mr. Binney, as Navy Agent, has purchased of any person, and whom in particular, any and what articles for public use at one price, and has afterwards charged them to the Government at another and higher price ? If yea, be pleased to state the same fully and circumstantially, with reference, also, to amounts and dates.

Answer. I know of no transaction whatever of the kind alluded to in the question.

Question. Do you know that any copartnership or connection in business does now subsist or has heretofore subsisted between Mr. Amos Binney and Binney & Ludlow, or with Cushing & Clark, or with Edmund and Amasa Winchester, or with William S. Rogers, or with either of them ?

Answer. I do not know, nor have I ever heard of such connections until the commencement of the present investigation of Mr. Amos Binney's transactions.

ABBOTT LAWRENCE.

No. 36.

February 19, 1822.

William S. Rogers, a witness produced, sworn and examined on the part of the United States.

Question. HAVE you had at any time, and when, any and what connection in business in the nature of a copartnership with Mr. Binney, the Navy Agent ? If yea, what was the nature and circumstances of that connection ?

Answer. After an absence from Boston of about a year, I returned in the squadron under the command of Commodore Bainbridge from the Mediterranean, in December, 1815, having been a purser in the navy ever since 1812. On my arrival in Boston, I found my brother-in-law, Mr William M. Allston of Newport, out of business. Being desirous to relieve him, and put him into some business which would enable him to give support to his family, I consulted with many of my friends upon this subject. Among others of my friends, I stated the case to Mr. Binney, who thereupon generously proffered his assistance in any way in his power which I might propose. I then suggested to Mr. Binney, that my idea was to put my brother-in-law into the commission line of business, and to that end would furnish him with what funds I could

spare, and proposing that Mr. Binney should do the same. This Mr. Binney readily assented to do, and offered to advance to my brother a sum of money, to the extent of ten thousand dollars, on simple interest. It being however my impression that such an arrangement would be more conducive to the interest of Mr. Binney, I proposed to Mr. Binney that he and I should furnish my brother with a sufficient capital, as he should want it, and that my brother should do the business in his own name, and Binney and myself receive each a third part of the profits of his operations. An arrangement of this kind was accordingly entered into between Mr. Binney, myself and brother, commencing in September, 1816, and continuing until October, 1818, when finding this line of business by no means lucrative, Mr. Binney withdrew from the concern, (which he had a right to do, according to the terms thereof,) with a loss, upon a final settlement of our accounts, of upwards of two thousand dollars to Mr. Binney.

Question. During the existence of the copartnership which you have described, were there any, and if any what portions of merchandize purchased by Mr. Binney, the Navy Agent, of your brother-in-law Allston for the public use? If yea, in what manner and at what prices were the same purchased and charged and paid for by the Navy Agent?

Answer. During the existence of the copartnership alluded to, I was absent from Boston about a year at different times, and when in Boston, being a mere sleeping partner in the concern, I took no part in the management of its business. I have therefore very little knowledge of the dealings between Mr. Binney and Mr. Allston. It is however my belief, that but few articles were ever furnished by our company to Mr. Binney, and that the amount thereof was very inconsiderable.

Question. Have you at any time, and when in particular, furnished Mr. Binney with any, and what articles for the public use? If yea, be pleased to describe the same particularly, with reference to prices and dates, and state also the manner in which your bills of supplies to Mr. Binney, as Navy Agent, have been settled and paid?

Answer. I have never furnished an individual article to Mr. Binney at any time or in any manner.

Question by Mr. Binney. Have you or have you not been in the habit, at any period and when, of visiting Mr. Binney at his office almost daily, when you were in town, and of remarking the course of his public business? If yea, do you or not know, from actual observation, that it has been the usual practice of Mr. Binney, when articles of any description have been required by the Navy Department, to any considerable amount, to send his notes round to the various dealers in such articles, or to send one of his young men to them, in order to ascertain the lowest prices and best terms on which he could obtain the articles?

Question. Did you on any and what occasion ever make to Mr. Amos Binney any and what allowance or compensation, on account of his having made his purchases, occasionally, of articles for public use of Binney & Ludlow? If yea, what was the amount of such allowance or compensation; and what were all the facts and circumstances attending the same?

Answer. We never made any allowance or compensation whatever to Mr. Amos Binney of the kind alluded to in the question. I remember, however, that on one occasion, sometime, I think, in the year 1817 or 1818, Mr. Binney stated to me, that he had received orders from the Government to purchase exchange on London to the amount of ten thousand pounds sterling; and being fearful that if he inquired himself or through a broker for it in the market, it might put the holders of exchange upon their guard, and thereby give a start to its price, he requested me to look out, and make the purchase on his account, saying he would allow me the usual broker's commission on the purchase. I accordingly bought the exchange; whereupon a commission of 1-4 per cent. was allowed me by Mr. Amos Binney for the account of Binney and Ludlow, the said 1-4 per cent. being the usual broker's commission in such cases. It is however to be remarked, that the usual course of purchasing exchange in Boston is to employ a broker for the purpose; and that purchases of this kind are very seldom, if ever, made by one individual from another.

Question. Was any and what part of the amount of the brokerage thus paid to you carried to the credit of your firm, and allowed to Mr. Amos Binney in your final settlement of accounts with him?

Answer. The amount of the commission was, I presume, placed in our books to the credit of the concern, and included in the general settlement in common with all other profits of our business. The amount of our commission was, I think, one hundred and eleven dollars and eleven cents.

Question. On winding up the concerns of Binney & Ludlow and Amos Binney, what was found to be the state of said concern, on the score of profit and loss, during the whole period of its duration? What profit was found to have arisen therefrom to Mr. Amos Binney?

Answer. I am not prepared at this time to state precisely the result of this connection, as it respects Mr. Amos Binney, which, however, I shall be able to ascertain by reference to our copartnership books; but as to myself, I can now state, that I have received in merchandize and in vessels which had come to us in the course of our business, the nominal amount of from eleven to twelve thousand dollars, in return for the ten thousand dollars advanced originally by me toward the constitution of our first capital; which, with the addition of about fifteen hundred dollars per year, I consider to have been the entire proceeds which I ever derived from my connection in business with John or Amos Binney.

withdrew from the concern. At the coming in of Mr. Binney into the concern, we were all three equally interested therein in profit and loss, each having agreed to advance the sum of ten thousand dollars to make up our capital.

Question. During the existence of the copartnership formed between yourself and John and Amos Binney, were you at any time and when called upon by the latter, in his capacity of Navy Agent, to furnish any and what kind and quantity of merchandize for the public use? If yea, what, according to the best of your recollection, was the aggregate amount of all the merchandize so furnished to the Government, and in what manner were your bills thereof, from time to time, made out and settled?

Answer. During the four years of our copartnership, a great proportion of our supplies for the public service consisted of pursers' stores, which were sold and delivered to the several pursers in the navy. The rest of our supplies were made up of various articles of merchandize, furnished for the use of different public vessels, which were generally furnished in pursuance of previous contracts made with the Navy Agent relative thereto. The manner in which these contracts were usually made was as follows, viz: When a supply of any considerable consequence was desired by the Navy Agent, his practice was to send round circulars, requiring sealed proposals, to the different dealers in the commodities which were wanted, requesting a statement of the lowest prices at which the same would be furnished. The house of Binney & Ludlow, in common with other dealers in the same line, were accustomed to report their prices accordingly to the Navy Agent, who sometimes thereupon made his purchases of us, and sometimes of other people, as he could purchase cheapest of the one or the other. As to the aggregate amount of all the supplies made in this way, from time to time, by the firm of Binney & Ludlow, I am unable, from present recollection, to form an opinion; but I should think it must have been from twenty to forty thousand dollars, perhaps more.

Question. Were the articles you furnished in this way usually supplied as low as they could be obtained elsewhere? or do you know of any instance, in which a favour or preference was shewn to you by the Navy Agent?

Answer. In most instances I am sure that the articles furnished by Binney & Ludlow were charged at lower prices than they could have been obtained for elsewhere; and in no instance were our prices higher; for we well knew we could not have been permitted to furnish the supplies on any other terms.

Question. Was Mr. Amos Binney an active or a mere silent partner in your firm? Did he at any time attend personally to the management of business in your establishment, or did he leave the same to the entire discretion of yourself and Mr. John Binney?

Answer. Mr. Amos Binney was always a stranger to the course of our business, having never inspected our books or attended in any way to the management of our concerns.

Question. Did you on any and what occasion ever make to Mr. Amos Binney any and what allowance or compensation, on account of his having made his purchases, occasionally, of articles for public use of Binney & Ludlow? If yea, what was the amount of such allowance or compensation; and what were all the facts and circumstances attending the same?

Answer. We never made any allowance or compensation whatever to Mr. Amos Binney of the kind alluded to in the question. I remember, however, that on one occasion, sometime, I think, in the year 1817 or 1818, Mr. Binney stated to me, that he had received orders from the Government to purchase exchange on London to the amount of ten thousand pounds sterling; and being fearful that if he inquired himself or through a broker for it in the market, it might put the holders of exchange upon their guard, and thereby give a start to its price, he requested me to look out, and make the purchase on his account, saying he would allow me the usual broker's commission on the purchase. I accordingly bought the exchange; whereupon a commission of 1-4 per cent. was allowed me by Mr. Amos Binney for the account of Binney and Ludlow, the said 1-4 per cent. being the usual broker's commission in such cases. It is however to be remarked, that the usual course of purchasing exchange in Boston is to employ a broker for the purpose; and that purchases of this kind are very seldom, if ever, made by one individual from another.

Question. Was any and what part of the amount of the brokerage thus paid to you carried to the credit of your firm, and allowed to Mr. Amos Binney in your final settlement of accounts with him?

Answer. The amount of the commission was, I presume, placed in our books to the credit of the concern, and included in the general settlement in common with all other profits of our business. The amount of our commission was, I think, one hundred and eleven dollars and eleven cents.

Question. On winding up the concerns of Binney & Ludlow and Amos Binney, what was found to be the state of said concern, on the score of profit and loss, during the whole period of its duration? What profit was found to have arisen therefrom to Mr. Amos Binney?

Answer. I am not prepared at this time to state precisely the result of this connection, as it respects Mr. Amos Binney, which, however, I shall be able to ascertain by reference to our copartnership books; but as to myself, I can now state, that I have received in merchandize and in vessels which had come to us in the course of our business, the nominal amount of from eleven to twelve thousand dollars, in return for the ten thousand dollars advanced originally by me toward the constitution of our first capital; which, with the addition of about fifteen hundred dollars per year, I consider to have been the entire proceeds which I ever derived from my connection in business with John or Amos Binney.

Question. Do you know if any and what effect was produced in the price of exchange in the Boston market, by reason of your having purchased the 10,000 pounds sterling as before stated?

Answer. My belief is, that the circumstance was the cause of an advance in the price of exchange of from one to two per cent. in the course of the next day or the day succeeding. This I learnt from the information given me by the brokers.

February 23, 1822.

Question. Have you, since your examination of yesterday, had an opportunity of inspecting the company books of Binney & Ludlow, and are you now able to explain the state of the concerns of that association at the period when Mr. Amos Binney withdrew therefrom? If yea, be pleased to state, according to the best of your knowledge or belief, what was the amount of the profit or loss, which came to Mr. Amos Binney on your final settlement with him of the company concern?

Answer. Having carefully examined our company books, I am now able to state, that about the 1st of April, 1821, Binney & Ludlow had paid to Amos Binney, at different times, the sum of sixteen thousand, two hundred and ninety dollars, or thereabouts, in which amount, however, was included Mr. Amos Binney's proportion of the earnings of the brigantine Quill, of which he was owner of one third part, as per register, with Binney & Ludlow, which earnings amounted, in the whole, to between six and seven thousand dollars. From the time of the formation of the company of Binney & Ludlow, up to the 20th April, 1820, when Mr. Amos Binney withdrew from the concern, as before-mentioned, Mr. Amos Binney was more-over interested one third part with Binney & Ludlow in eight different vessels, of which we were part owners, and from the operations of all which we derived a considerable profit, with the exception of one, which was lost. These vessels were principally employed in the coasting and fishing business. From the whole of my observations and calculations, I have reason to believe, that upon the winding up of our connection with Mr. Amos Binney, there was an apparent profit coming to him, upon the whole of our business, from its commencement, (after deducting the ten thousand dollars capital furnished by him, and simple interest thereon,) of twenty-nine hundred and sixty-nine dollars, part of which was received by him in money, and the residue in various articles of merchandize. It is to be observed, however, that part of the before-mentioned earnings of the brigantine Quill accrued after the dissolution of our copartnership with Mr. Amos Binney.

Question. What were your inducements for forming the before-mentioned copartnership with Amos Binney? Was the connection first proposed by yourself, or did the first proposition proceed from him?

Answer. I first proposed the connection to Mr. Binney. My inducements for doing so were that I was desirous of going into the commission line of business, and for that purpose was in need of more capital than I could command. My first conversation on the subject with Mr. Amos Binney, took place, as I think, at Newport, in Rhode-Island, on my arrival there in the Independence 74, when Mr. Binney was there furnishing supplies for that vessel.

R. C. LUDLOW.

No. 38.

February 22, 1822.

Edmund Winchester, a witness produced, sworn and examined on the part of the United States.

Question. WHERE do you reside; what is your line of business; and who are now, or have been at any time within the last ten years, your partners or associates therein?

Answer. My residence is in Boston. My business is that of a victualler, or dealer in fresh and salt provisions, and largely in soap and candles. Our principal establishment is at Lechmere Point in Cambridge, but we have also done a great deal of business in our line in Boston. My brother, Amasa Winchester, has been my partner in business for seventeen or eighteen years past; but on the first of July last, my son, William Winchester, was taken into the partnership, and the firm is now that of E., A. & W. Winchester. No other person or persons whomsoever have ever been connected with me in my business, excepting, however, that we are connected in a store kept by Winchester & Dana, at Lechmere Point, and have a concern in the business of that store; but they have no connection with our business or any branch thereof.

Question. Have you at any time, and when, been employed by Government to furnish large quantities of beef and pork and such like articles for public use? If yea, have you in all cases entered into contracts previously, and with whom, stipulating the terms and conditions upon which such supplies were to be furnished?

Answer. I have been in the habit of making contracts for large supplies of articles in my line, sometimes with Mr. Binney, the Navy Agent, and afterward with the Navy Board of Commissioners, since the institution of that Board; and it is likely I have furnished, occasionally, some articles for the use of public ships in our port, previously to my having entered into the usual contracts. As to vegetables, it was not customary to include them in our contracts prior to the year 1818.

Question. Were your bills of supplies, when they were furnished either upon the requisition of Mr. Binney or upon that of the Navy Board of Commissioners, always made out and presented for payment in exact conformity to the terms of your agreement?

Answer. They always were.

Question. Did you at any time, and in what instances in particular, allow Mr. Binney a percentage or a discount of any kind, and what, from the face of your bills? If yea, did such discount, as you know, or have any and what reason to believe, accrue to the benefit of the United States, or was it for the private benefit of Mr. Binney?

Answer. I never in any instance made any discount or allowance whatever from the face of my bills.

Question. Has Mr. Binney at any time, and when, been connected, directly or indirectly, in either of your establishments in business, or participated, in any manner whatever, in the profit or loss thereof?

Answer. He has never, in any shape or manner, directly or indirectly.

Question. Has Mr. Binney at any time, and when, received from you, directly or indirectly, any reward, gratuity or compensation whatever, in consideration of having employed you at any time to furnish supplies for the Government?

Answer. No, never; nor did he ever make an intimation to me on such a subject.

Question. Do you know of any matter or thing tending to shew any instance of infidelity to the Government on the part of Mr. Binney, or any fraudulent transaction of his, in the course of his public business? If yea, be pleased to state the same as fully as though particularly interrogated thereunto.

Answer. I know of no instance of the kind alluded to in the question, directly or indirectly. On the contrary, in all my dealings with Mr. Binney, (and they have been very extensive, exceeding in amount \$300,000) for many years past, I have always found him perfectly fair and honourable in every point of view.

EDMUND WINCHESTER.

No. 39.

February 23, 1822.

William Parmenter, a witness produced, sworn and examined on the part of the United States.

Question. HAVE you at any time, and for how long a time, been a book keeper and confidential agent of Mr. Amos Binney, the Navy

Agent? If yea, at what time did your employment as such commence, and does it or not continue to the present day?

Answer. I was with Mr. Binney, in the capacity of agent and principal book keeper during the greater part of the year 1814, and the summer of 1815. I then left the employment for a time, and returned to it again on the first of January, 1821, and have continued with him from that day to the present.

Question. Are you, or not, according to the best of your knowledge and belief, well acquainted with the whole scope of Mr. Binney's concerns, as well of a public nature as on his own private account, during the time you have been in his employment?

Answer. I think I may say, I am perfectly acquainted with the nature of all Mr. Binney's transactions as a public officer; and in a great degree, also, with his private affairs.

Question. Do you know, or have you any and what reason to believe, that since the appointment of Mr. Binney to the office of Navy Agent, he has been engaged in any copartnership connections in business? If yea, who, from time to time, have been his associates in business, and what has been the nature of the business carried on by them, and what the terms of Mr. Amos Binney's connection with them?

Answer. I have no knowledge of Mr. Binney's having been engaged, during the period before mentioned, in any copartnership connection whatever, excepting in the firm of Binney & Ludlow, and John Winship in Charlestown. Binney & Ludlow's business was that of commission merchants and grocers. Mr. Amos Binney furnished in that concern one third the capital, being \$10,000; agreeing also to endorse the notes of his partners, and receive one third the net profits of the business. As to the business of Winship, it was that of a soap and candle manufactory. In this concern Mr. Binney furnished a capital of \$10,000 dollars. What portion of capital was furnished by Mr. Winship I do not know.

Question. Do you know if any and what amount of articles was furnished for the public use by Binney & Ludlow during the connection of Amos Binney with that establishment? If yea, be pleased to state the same, according to the best of your knowledge and belief, and also the manner in which the bills of supplies to the Government were in such case made out and settled.

Answer. I am unable to state, with any kind of certainty, the amount of the public supplies furnished by Binney & Ludlow since the commencement of their copartnership; but I am able to say that the amount purchased of them since January, 1821, is quite inconsiderable. The bills of that company for public supplies have been paid by the Navy Agent by checks on the bank, in the same manner as the bills of supplies from any other quarter.

Question. During the existence of Mr. Amos Binney's connection with Mr. Winship in the soap and candle manufactory at Charlestown, has Mr. Binney at any time, and when, taken any and what articles from that establishment for the public use? If

yea, what in your judgment is the probable amount in value of all the articles so received, and in what manner and by whom was the price thereof estimated, and charged to the Government?

Answer. Mr. Binney, to my knowledge, never bought an article of Mr. Winship in his capacity of Navy Agent; but has paid two small bills, amounting to about eighty dollars. The circumstances about these bills are as follow: Messrs. M'Kenney and Barney (one of the District of Columbia and the other of Baltimore) made a contract with the Navy Commissioners for a supply of groceries for the Boston station for 1821. Candles being wanted for the use of the navy, the Navy Store Keeper, who I understood acted in some degree for the contractors, directed Mr. Winship to send them into the Navy Yard. Mr. Winship afterwards presented his bills at the contract price, and demanded pay for the candle boxes, which is the uniform custom of tallow chandlers. Payment of the boxes was refused, and the amount deducted from his bills. The bills were then receipted, and the balance paid according thereto to Mr. Winship. This is the only business between Mr. Winship and Mr. Binney that I have ever known, in which the Government was directly or indirectly interested.

Question. Have you known any, and what instance in particular, wherein Mr. Amos Binney, since he was appointed Navy Agent of the United States, has purchased any and what articles, in pursuance of directions from the Navy Department, and has charged the same articles in his accounts with that department at another and higher price than that which he has paid for the same? If yea, be pleased to state any example of this kind which may have come to your knowledge, as also all the circumstances attending the same.

Answer. In no instance whatever.

Question by Mr. Binney. Has it not been my uniform practice to take the best means in my power to ascertain the most favourable terms from a number of persons, whenever I wanted to contract or bargain for any considerable quantity of supplies of any kind whatever?

Answer. That has been the uniform custom; and in cases of minor magnitude Mr. Binney has directed me to go and ascertain the lowest price before I bought. I have it in my recollection now, that we have bills paid and unpaid from several dealers in iron, where the smith from the Navy Yard has gone with me to the different dealers in iron for the purchase of a ton or two—he to select the kind and quality, myself to find the lowest price.

Question by same. Did you ever know any instance, during the whole period of my agency, where I deducted from any bill presented for payment on public account, any percentage or premium whatever for my own benefit or emolument; or did you ever know any instance where I stipulated in contracts or bargains for such discount, premium or percentage for my own emolument?

Answer. I never did.

Question by same. Was not Mr. Binney scrupulously careful never to purchase any kind of supplies from Binney & Ludlow, for public account, unless they would furnish such supplies as low in price or lower than any other persons would supply or furnish them?

Answer. I do not think Mr. Binney would ever buy any article of Binney & Ludlow, which he was not satisfied they would supply on as low or lower terms than others.

WILLIAM PARMENTER.

No. 40.

February 25, 1822.

John A. Bates, a witness produced, sworn and examined on the part of the United States.

Question. What is your line of business? How long have you been engaged in that line, and where?

Answer. I am a clerk at the Navy Yard in Charlestown, and have been thus employed for about two years past.

Question. Do you know if Mr. Binney, the Navy Agent, is connected with any and what establishments in business with any person or persons, and whom, in the town of Charlestown? If yea, be pleased to state the nature and extent of such connections in Charlestown.

Answer. I know of no such connection of Mr. Binney with any person whatsoever.

Question. Have you been at any time and when, a clerk in the counting room of Mr. Binney? If yea, be pleased to state the time when you first went into his employment, how long you remained with him, and when you left him.

Answer. I was clerk with Mr. Binney from September, 1812, to February 1, 1820.

Question. Were you, during that time, well acquainted with the books of Mr. Binney and the general course of his business?

Answer. I was very young, being not more than fourteen years of age, when I first went to him, and of course could not have had a particular understanding of all his affairs; but for the last two or three years I had the principal charge of his books, and a full knowledge of his public concerns.

Question. Do you know of any, and if any what copartnerships or connections in business were formed or existing between Mr. Binney and other persons in any line of business? If yea, be pleased to state the names of any person or persons, with whom he

was so connected, and the particular line of business in which he and his associates were concerned.

Answer. In the year 1817, or thereabout, Mr. Amos Binney was connected in business, as I believe, with the firm of Binney and Ludlow, commission merchants and grocers, and I know of no other connection of his in business whatsoever. But what his interest was in that concern I know not.

J. A. BATES.

No. 41.

John Andrews, of Boston in the county of Suffolk and commonwealth of Massachusetts, coppersmith, a witness produced and examined in behalf of the United States, doth depose and say, in answer to the following interrogatories, as follows, viz.

1st interrogatory. WHERE do you reside; how long have you resided in that place? What is your line of business, and where and how long have you been established in that line?

Answer. I was born in Boston, and have resided in that place for thirty years last past. My business is that of a coppersmith, and I have been in business for myself for eight years in said Boston.

2d interrogatory. Have you at any time, and at what times in particular, been employed by Mr. Binney, the Navy Agent of the United States, to furnish articles in your line of business or otherwise for the public use? If yea, when were you so first employed by Mr. Binney, and when, if ever, did your employment and in what way cease?

Answer. I have furnished Mr. Binney, from time to time, with articles in my line of business for the United States from June, A. D. 1818, until December, 1820. During that time I furnished Mr. Binney with some articles on his private account.

3d interrogatory. What, according to the best of your knowledge and belief, is the aggregate amount of all your bills for public work, which have been paid and settled by Mr. Binney from time to time, and in what manner have they been settled and paid? Has he, in any and what instance, claimed and been allowed any and what discount upon your bills for public work? If yea, what have been the grounds urged by him for demanding such discount? Be pleased to declare fully and circumstantially with reference to dates and sums.

Answer. The amount is between ten and eleven thousand dollars, which he has paid me in cash. Every settlement has been made by cash payments from Mr. Binney. He never was allowed

any discount in any instance, except in some instances, not having any money of the Government in his hands, he has advanced me foreign money, which I received as cash. He has never claimed and never was allowed any discount whatever upon my bills for public work, except in the instance of foreign money, which I several times received in payment.

4th interrogatory. Have you at any time, and when in particular, purchased of any person and of whom, any and what number of shares in the capital stock of the Lechmere Point Corporation?

Answer. I have never purchased or owned any share or shares whatever at any time in the Lechmere Point Corporation, or any other corporation.

5th interrogatory. As Mr. Binney, the Navy Agent, an owner of any, and if any what proportion of the capital stock of said Lechmere Point Corporation?

Answer. I do not know that he does or ever has owned any shares in the said corporation, though from what I have heard from others, I presume he owns some part of the capital stock in said corporation; but I can form no opinion to what amount. I never had at any time in any way, directly or indirectly, any connection with Mr. Binney in buying or selling any share or shares in said corporation, nor did I, as I have before stated, ever have any interest in any way in said Lechmere Point Corporation.

6th interrogatory. In what manner has Mr. Binney settled his bills with you?

Answer. The contracts which I made with Mr. Binney were to furnish him with the articles at cash prices, and I always received cash payments, except in a few instances, as I have before mentioned, of foreign bills, and no discount whatever has ever been claimed by Mr. Binney, or ever allowed by me.

JOHN ANDREWS.

SUFFOLK, ss.—On this twenty-fifth day of February, A. D. 1822, the aforesaid John Andrews was cautioned and examined, and made oath to the truth of the foregoing deposition by him subscribed,

Before me,

FRANCIS BASSETT, *Justice of the Peace.*

No. 46.

February 25, 1822,

Joseph N. Howe was requested to appear before the Commissioners and hear the Explanations of Mr. Binney, when he was further examined as follows:

Question. AFTER the purchase by Mr. Binney of the quantity of about sixty tons of hemp, which you say was sold to him by Mr.

Crowninshield, did you or did you not, and at what time in particular, contract to supply Mr. Binney with any, and if any with what quantity of hemp from your ropewalk in order to make up, together with that bought of Mr. Crowninshield, the quantity of one hundred tons in all? If yea, be pleased to state the quantity which you so contracted to furnish, whether the same was afterwards, and when actually furnished by you, and at what price?

Answer. I now perceive, by a bill of hemp which I rendered Mr. Binney, signed by me, and bearing date on the 16th of June, 1815, and also by a receipt which I gave Mr. Binney, bearing date on the 13th day of April of the same year, that I must have sold Mr. Binney, at the last mentioned date, forty tons of clean Russia hemp, at the price of three hundred and fifty dollars per ton, and that the whole amount of my bill was the sum of fourteen thousand dollars, of which circumstance I had entirely lost the recollection at the time of my former examination a few days since.

JOSEPH N. HOWE.

Mr. Binney furnished the following explanations as the examination of the last named thirty witnesses had progressed:

EXPLANATIONS.

Robert and Thomas Howe's Depositions, (Nos. 11 & 12.)

FROM their bills I deducted such sums as I believed at the time to have been an overcharge on their labour. They may have been dissatisfied and angry with me, but I am satisfied that I did no more than my duty as a faithful agent of the Government.

Reuben Curtis, (No. 13.) Charles Josselyn, (No. 14.) Nathaniel Cushing, (No. 15.) and Ezra Hyde's (No. 16.) Depositions in regard to Anchors.

It had been stated, that these men had been obliged to pay me a certain percentage on the amount of their bills, before I would settle and pay them; and that Mr. Hyde, in particular, had deducted a thousand dollars or upwards, which the accusers pretended to believe I had put into my pocket. Mr. Hyde shews where *his loss* originated, in his testimony; and that no one was benefited by it, it being the depreciation of the public money, which I was obliged to receive and pay at par. Mr. Hyde stated before the Commissioners, that I had advanced him 3000 dollars in good money four or five months before I paid him in treasury notes the balance. Now this 3000 dollars, which he named, was cash which I hired from the State Bank, and after laying out of it, and losing the interest, was obliged to receive my pay in the same treasury notes, and sustain the discount myself. By this operation, for the accommodation of Mr. Hyde, and to evince my disposition to do all in my power to make good my public engagements, I actually lost upwards of five hundred dollars.*

Curtis and Josselyn say they have allowed to Mr. Cushing a commission of two and a half per cent. on their proportion of the anchors delivered me for Government under my contract with said

* These advances were not charged to the Government, nor could they be, until Hyde's bills were settled and paid in full.

Cushing in 1813, and have been ever since under the impression that Cushing had allowed a portion, if not all that percentage to me for getting the contract for him, and which they have been accustomed to speak of as "grease money." The deposition of Mr. Cushing sets this grease money story in its proper point of view. He says he charged all his partners in the contract two and a half per cent. for doing the business, and that he never promised or allowed me any thing for the work he has done for me; and as to the proposition he remembers to have made me in regard to a contract for Portsmouth, it is only necessary to say, that Mr. Cushing *did not* contract for the anchors made for the Washington at that place.

William B. Bradford (No. 17.) deposes,

that he offered me, on one or two occasions, a premium of one and a half per ct. if I would give him a portion of my work; that he wrote me a note to this effect; that he did several jobs of making slop clothing, the bills for which I paid him at their face, as per contract; and that he subsequently sent me \$45 in a note, it being one and a half per ct. upon the amount of his bills. The inference that has been drawn from this transaction is wholly erroneous. The Government had nothing to do with the affair; and Mr. Bradford, also, is quite mistaken in his facts. I here present you Mr. Bradford's bills (amount upwards of \$15000) made to me in my private character—not a word or letter on or about them denoting that his supplies were for public account, neither the name of any ship, purser, or commander—all which are indispensably necessary to make the proper voucher for me to charge the Government. This bill never was charged to the Government. He says I furnished a part of the stock from which he made the clothing in question. I did so; and it was not until after much debate on his part, as to prices and quality, that he came to what I believed the proper prices. At the time he alludes to, and for a year or two after, it was my practice to purchase, whenever and wherever I could find it, every article of goods suitable for clothing. These goods I put out to be made up against the time of need. In this way I had it in my power to gratify my disposition to feed the hungry poor of the town, while at the same time I could promote the public service. Thus I employed many hundred poor women and children in making up clothing during the period of the war, and their greatest distress, while, at the same time, I provided the means to furnish a ship's crew at a moment's notice, and at the lowest prices. I always have and always shall feel a satisfaction in reflecting on my conduct in these respects, as my operations were carried on with my own funds, and upon my own risk and responsibility, and

the public interests greatly promoted thereby. I here exhibit four public vouchers of S. Cushing, shewing the identical articles embraced in Bradford's bill, and charged at the same prices. As evidence that these operations were not carried on with the funds of the Government, I beg leave to refer to the annexed paper, marked HH.*

***HH.**

I CERTIFY that the following balances appeared in favour of Amos Binney, Navy Agent at Boston, at the end of the respective months against which they are placed, per his Summary Statements, which have proved correct.

1812.				
Sept. 30	Expended beyond the amount received to date	27,898	04	
Nov. 30	"	49	36	
Dec. 31	"	24,205	43	
1813.				
Jan. 31	"	44,162	89	
Nov. 30	"	2,965	49	
1814.				
March 31	"	10,512	27	
April 30	"	61,118	04	
May 31	"	18,978	26	
July 31	"	3,537	35	
Dec. 31	"	50,924	37	
1815.				
Jan. 31	"	49,206	89	
Feb. 28	"	52,326	55	
June 30	"	402	70	
July 31	"	57,561	64	
Aug. 31	"	96,336	84	
Sept. 30	"	74,972	97	
Nov. 30	"	6,577	85	
1816.				
Feb. 28	"	58,050	51	
April 30	"	49,251	86	
May 31	"	1,593	65	
Nov. 30	"	14,323	54	

Navy Department,

Accountant's Office,

February 21, 1817.

WM. W. CLAGGET.

Approved,

CONSTANT FREEMAN, *Accountant.*

By which it appears, that from September, 1812, I was never in possession of a balance of public funds in my hands, but that I was often and almost always largely in advance from my own funds and resources—sometimes nearly an hundred thousand dollars. By these means I was enabled to facilitate all the operations of the Government as regards the navy in this section, where every one who was an eye witness of my constant and very great exertions and sacrifices, will do me the justice to say, that without the means and exertions I made use of, the operations of the navy must have been suspended on more occasions than one.

To the Deposition of Isaac Scott, (No 18.)

I reply, that his testimony in regard to the blocks, &c. furnished for the frigate United States, is corroborated by his bills, which I paid him, as stated, amounting to \$348:64, which I have exhibited as follows :

Nov. 13, 1812, paid bill	Abstract	E. No. 28.	. . .	225	20
" " " " " "	"	D. " 13.	. . .	55	50
" " " " " "	"	F. " 27.	. . .	34	61
" " " " " "	"	E. " 34.	. . .	2	25
" " " " " "	"	E. " 40.	. . .	31	08

Making together the sum of . . . \$348 64

By which it is evident, that I charged to the Government the exact sum which I paid him, it being his net claim, after discounting from his regular prices the percentage named and agreed upon. His report abroad has been such as to induce many persons to believe that I had put into my own pocket the difference between his long price and his short price per agreement, amounting to \$22:33. What his motives were to endeavour to give this false impression, to the prejudice of my character, I cannot allow myself to say. That he has been exceedingly wrong is abundantly evident.

To the Deposition of James Clark, (No. 19.)

his partner, I reply, that during the period he states, he did furnish sundry articles of block-work, &c. to the amount stated, or more, and I did pay him the sums stated, or more, it being the net amount of his bills, the aforesaid discounts being first deducted from the foot of the bills; the originals of all which bills are now here ex-

hibited, shewing the whole original amount of said bills, the sums deducted from each, and the net amount paid on each bill, as follows, viz.

		Original.	Disct.	Net sum paid and charged.
Feb. 10, 1814,	Syren, Abst. O. No. 41.	22 50	00 00	22 50
" "	Frolic, " K. " 20.	72 62	00 00	72 62
" "	Frolic, " K. " 19.	2050 65	365 48	1685 17
Feb. 22,	" Frolic, " K. " 21.	187 12	37 42	149 70
April 4,	" Wasp, " M. " 12.	237 75	35 66	202 09
" "	" Wasp, " M. " 13.	510 50	76 57	433 93
		\$3081 14	\$515 13	\$2566 01

From which it appears, that the whole amount of these bills for the period named was . . . \$3081 14 instead of \$3044:10, as stated by Mr. Clark ; and that the sum discounted therefrom was . . . 515 13 instead of \$489:08, as stated by Mr. Clark ; and that the net sum paid to Mr. Clark was . . . 2566 01 instead of \$2555:02, as he has stated.

However positive Mr. Clark has been in his statement, it is most certain he also is mistaken in his facts as to the specific sums charged and received. I am extremely loath to impute to Mr. Clark or Mr. Scott, his partner, improper *motives* in regard to the false accusations against me ; yet I cannot refrain from the remark, that if their motives have not been unworthy of honest men, their conduct in furnishing materials to feed the flame of calumny, which has raged to the most unheard-of degree, has been such as to merit the reprobation of every man, having a particle of virtue or honour in his whole composition. They have both much to repent of, for the groundless and base insinuations they have propagated against me.

Loring Barker's Deposition, (No. 20.)

He was evidently mistaken as to the amount of his bill, and also as to the amount which I deducted from it as an overcharge. He testified that the bill amounted to about three hundred dollars, from which he says that I deducted twenty dollars. He says the time was 1814. The copy of the bill is annexed, (marked II.*) by which it appears that

The amount was	160 75
The deduction was	23 37

And the amount paid him was . \$137 38
And the time was 1812.

* See next page.

By this transaction I saved to the United States \$23:37, whereas, had I been disposed to favour him, without regard to my duty to the public, I could have paid the whole sum claimed, the bill having been approved before it was presented to me for payment.

Depositions of George Domett, (No. 21.) Gerry Fairbanks, (No. 22.) and Enoch Silsby, (No. 23.)*

THESE witnesses were adduced to prove, that I had, by their instrumentality, defrauded the Government of certain sums discount-

II.

Charlestown, September 2, 1812.

United States Frigate United States to Loring Barker, Dr.

To 17½ days' work	at \$250 per day	43 75
" 14½ " " by David Joyce,	" 2 " "	29
" 12½ " " Galen James,	" 2 " "	25
" 7½ " " Christn. Jordan,	" 2 " "	15
" 8½ " " David Smith,	" 2 " "	17
" 14½ " " Joshua Stetson,	" 2 " "	29
" 1 " " Tho. Rogers	" 2 " "	2

\$160 75

Examined. WILLIAM H. ALLEN.

Approved. S. DECATUR.

Deduct overcharge, 50 cents per day,		
on 17½ days' work	8 75	
do. 25 cents do. on 58½ do	14 62	23 37
		\$137 38

Boston, October 14, 1812. Received of Amos Binney, Esq. United States Navy Agent, one hundred thirty-seven dollars and 37¢, in full of the above bill, and have signed duplicate receipts.

LORING BARKER.

* This and a subsequent deposition of Mr. Silsby are not to be found among Mr. Binney's papers. Application for a copy has been made to Mr. Blake, and to the counsel for Mr. Abbot, neither of whom had them in possession. If they can be obtained in season, they will be inserted at the close of this book.

ed from their bills on settlement, which were not made for the public but for my own emolument. They were also to shew that certain hats had been offered to me at a lower price than I afterwards paid for the same hats. Their depositions support none of these allegations. The fact is, that the regulations do not admit of glazed hats being bought on public account. They are classed entirely with articles of pursers' private stores.

George Hallet's Deposition (No. 26.)

was made under wrong impressions, which he has indulged for ten years. I have walked hand in hand with him during this whole period, nor had the least suspicion that he harboured the feelings towards me which his testimony evinces. 'Tis most certain, that I have no such bill as he has furnished a copy of, either charged to the Government, or upon my private files, nor have I any knowledge or recollection of having made the purchases he has stated. I was, at the date he names, but just appointed to the office of Agent. 'Tis wholly improbable that I could have made to him the base proposition he alludes to, at the time stated, were I ever so much disposed to that course of wickedness. He says the bill he presented was paid by me when presented. If a bill of parcels, like that which he has filed, had been on public account, it must have been certified by some purser, and approved by some commanding officer, before I could have paid it, and Mr. Hallet would have remembered these circumstances. He states no delay in the payment for this purpose. A proposition of the nature he names never was made by me either to Mr. Hallet or any other man, nor can I for a moment believe it was ever made by any person in my confidence or employ. I am therefore persuaded that Mr. Hallet has indulged feelings towards me wholly unworthy of me or himself.

Thomas B. Kendall, (No. 27.)

It was reported that I had employed Mr. Kendall to purchase sail-cloth and other supplies, on which he had been allowed to charge large advances in price for the benefit of me or himself. His evidence wholly contradicts this malicious insinuation.

*Depositions of James Weld, (No. 28.) Thomas Lillie, (No. 29.)
and Levi Willard, (No. 30.)*

THE affair of my selling these houses* to Thomas Lillie and James Weld in the year 1814, has also been pressed into the service of my enemies, to effect me to my disadvantage. Their depositions set the facts in their proper light. These sales were made by me at a time when every particle of property I could command was voluntarily and cheerfully offered upon the altar of my country. Her cause in this place at that time was almost desperate. It was a time that truly tried men's souls. My efforts were unceasing to promote the public weal by carrying on the war. I made no hesitation in selling any thing and every thing I possessed to furnish the means of feeding, clothing or arming our brave seamen, and would have sold my shirt from off my back to effect the purpose. I had the pleasure to witness the success of my exertions and sacrifices. My efforts were crowned with success. The operations of the Navy Department at this port were never stopped for a moment, although I was many times destitute of public funds for months. The houses in question, with several others, were turned in to the general fund, which enabled me to surmount the embarrassments and difficulties with which I had to contend. The depositions of the purchasers, as well as those of every witness, have most completely disproved every possible pretension that the Government were made to pay higher prices for any article purchased by me on its account in consequence of these sales. They all uniformly declare, that in every and all the purchases I have made, I have been critically particular in making my bargains, as to prices; and I have no hesitancy in saying it as my settled opinion, that I have saved thousands and thousands of dollars to the public by the methods which I took to keep good my own credit for punctuality in fulfilling my promises; which enabled me at all times to secure a fair competition, and to obtain every thing at the lowest market prices; whereas, if I had suffered my own credit to depreciate, the effect would inevitably have been, that I must have paid the highest prices for all I wished to purchase, whether on my own, or the public account.

*The Depositions of James Davis, (No. 31.) Joseph Cotton, Jr. (No. 32.) John Fuller, (No. 33.) and Daniel Adams, (No. 34.)
in regard to the sale of certain Pews in the Chapel, Bromfield's Lane,*

require, possibly, some explanation to shew the nature of my interest in those transactions.

* These houses were purchased and owned by Mr. Binney for years before he was appointed Agent.

The said Chapel was erected in the year 1806, and the Trustees thereof, being fifteen, were, with the Methodist Religious Society in Boston, incorporated by an act of the Legislature, in March, 1809, and constituted a body politic to enable them the better to regulate and transact their prudential affairs. From that time to the present, I have been annually elected to the humble office of secretary to the Board of Trustees—being myself one of the trustees, and having the same interest as the other fourteen; and being also a member of that society, and having the same interest as about six hundred other members in this town, or 200,000 more in the United States—except indeed, that a greater interest may be inferred from my greater exertions to promote what I have believed the best interests of that society, and the welfare of the general church. As to the sale of the pews in question, the witnesses have all testified that it was in pursuance of public notice given by advertisement in the newspapers. The terms of the sale were openly and publicly announced by the auctioneer, and every person bid for his choice of pews under the express condition, that he was either to pay the money down, or give his note for the amount of his purchase, payable on demand with interest. The sales were thus made, the notes thus given, and have been mostly paid either to the treasurer directly, or through me as secretary, it having devolved upon me to execute most of the writings, and keep the books of the corporation.

Thus is explained this magical affair of the pews, which my enemies have seized upon with so much eagerness to blast my reputation. When I am made to believe it is wrong to be a member of a religious society, or to be an active and zealous member of a religious community, then I may be convinced that my humble agency in the sale of these pews has been wrong also; and my enemies may glory that, "Gallio like, they care for none of these things."

All these persons have testified, that their bills were charged at the lowest cash prices for their work. Mr. Cotton states, in the memorandum annexed to his evidence, that in three instances he made discounts from his bills before they were paid. One instance of these discounts he satisfactorily accounts for, it being done by Captain Hull before his bill was approved. In the other two the deductions were made at my office before the bills were sent to Captain Hull for approval. Consequently the Government, in every instance, paid the short price.

*William S. Rogers and William M. Allston's Copartnership,
(No. 36.)*

MR. ROGERS' testimony sufficiently explains the original motives which led me into this concern, and the unprofitable termination of

it. He states as his opinion, that I withdrew from the concern with a loss of upwards of \$2000. I find on examination of my books, that my actual loss was upwards of \$3000. Mr. Rogers, having no active part in the concern, was not able to state the amount of my purchases from Mr. Allston during the two years of the connection, but stated his belief that it was very small. On carefully examining my books, I find the whole amount of purchases from him, from the 1st September, 1816, to the 1st October, 1818, was sixteen hundred and thirteen dollars, exclusive of a small amount of bread, flour and whiskey bought of W. M'Kenney through Mr. Allston, and for which Mr. Allston made a commission of 2½ per cent. out of Mr. M'Kenney.

I might avail myself of the evidence of Mr. Rogers to remark upon my manner of conducting the public business, were it necessary, to counteract the evidences on the part of the United States. I could produce the affidavits of three or four hundred of the most respectable merchants, mechanics and citizens of the town, and very many of the officers of the navy to the same effect as the answer of Mr. Rogers to my question, that I have always performed my public duties in a manner the most beneficial to Government.

The Depositions of A. Lawrence, (No. 35.) R. C. Ludlow, (No. 37.) Edmund Winchester, (No. 38.) J. A. Bates, (No. 40.) and J. Andrews, (No. 41.)

were to have developed a scene of wickedness, by an exposure of my various copartnership concerns, for the purpose of making money out of the Government under cover of these copartnerships.

Mr. Lawrence testifies, that he knows nothing of any such copartnerships having ever existed, nor had he ever heard of their existence until since the examination of my conduct had commenced.

Mr. Ludlow has been concerned with me and my brother for four years, and testifies that the profit which I made upon a capital of \$10,000 in that period was less than \$3,000; that in all my negotiations with his house for supplies of a public nature, I was strictly scrupulous of making the best terms in my power; and that, whenever they could not supply me on as good terms as others, I purchased at other places. Thus the public does not appear to have sustained the loss of one cent by that connection.

E. Winchester testifies, that he never had any connection with me as a copartner in any way or manner, and that all my dealings with him have been correct and honourable in every point of view.

J. A. Bates testifies, that he has been in my office from the year 1812 to 1820, and knows of no copartnerships in trade between me and others, except that with Binney & Ludlow. It would have been impossible that such copartnerships had existed, and Mr. Bates

been ignorant thereof, as he has had all my books and accounts under his eye for a great part of my agency.

J. Andrews testifies, that he knows nothing of such copartnerships.

Thus is this wicked calumny also refuted by the very evidences adduced to establish the fact.

William Parmenter's Deposition (No. 39.)

fully demonstrates my mode of conducting the public business in regard to my purchases, which were always made after due exertions to ascertain the lowest market prices. Having been for years my principal clerk, he knows of course more of my business than any other man. He never knew of my requiring or receiving a discount or premium, from any man's bill for my own emolument. He knows of no extensive and profitable copartnerships with persons in the habit of furnishing supplies for the Government. Had such connections existed, he must have known their nature and operations in detail, as he has the whole charge of my books and business, both of a public and private nature. And in regard to the supplies furnished by Binney & Ludlow, during my connection in that house, he knows that I would never purchase an article from them until I was satisfied they would furnish it as cheap or cheaper than any other persons; and in the copartnership with Winship, he knows that I never purchased a cent's worth of property from that concern, from first to last, on public account.

THE subject of Circulars having been spoken of by several individuals, a few are annexed, taken indiscriminately from the file in the Navy Agent's office, shewing the nature of these papers :

CIRCULAR.

Boston, June 23, 1812.

SIR,

WILL you state to me your lowest price and the shortest time in which you will deliver at the Navy Yard, Charlestown, four hundred tons 42, 32, 24, 18, 12, 9, 6 and 3 pounders—a proportion of each size? As this article will be immediately required, it may

be an object to get your furnace in blast as soon as may be. Please answer by mail as soon as convenient.

Respectfully,

Your obedient,

AMOS BINNEY.

To Messrs. Benjamin Ellis,
Bartlett Murdock,
Hubbard Mitchell & Co.
Col. Leach.

CIRCULAR.

Boston, June 18, 1813.

SIR,

BEING authorized to contract for a complete set of spars for the first and second rate of United States frigates, to be delivered at the Navy Yard, Charlestown, on or before the 1st of October next, will thank you for your terms to furnish the iron work of every description, by the pound, including the setting hoops. Please to furnish me with an answer in writing on or before the 25th inst.

Respectfully,

AMOS BINNEY.

To Messrs. Daniel T. Lewis,
Green & Lewis,
Isaac Mallet,
——— Raymond,
Daniel Dickenson.

CIRCULAR.

Boston, March 25, 1815.

SIR,

PROPOSALS, under seal, will be received, *accompanied with samples*, until the 31st inst. for furnishing the following Clothing for the U. S. Navy:

Six hundred blue cloth Jackets; six hundred pair blue cloth Trowsers; five hundred cotton Frocks, one yard long from the collar, the collar, cuffs and bosoms lined with blue nankin; five hundred pair cotton Trowsers; five hundred Frocks of Russia sheeting; five hundred pair Trowsers of Russia sheeting;—all of the best quality of stock and workmanship, and a full proportion of the largest sizes. The whole to be completed as soon as convenient, and delivered before the first day of May. Payment to be made within sixty days of the delivery.

On the third day of April, contracts will be made with the person offering the best terms and quantities of any of the articles.

Respectfully,

Your obedient servant,

AMOS BINNEY.

To Messrs. Isaac Cook & Co.

John D. Dyer,
Ezra Palmer,
William B. Bradford & Co.
George Clark,
Benjamin Sweetzer,
Martin Burr,
Elisha Wild.

CIRCULAR.

Boston, August 22, 1815.

SIR,

Will thank you to report to Commodore Hull at the Navy Yard, Charlestown, in writing and in detail, the prices you would engage to furnish the blocks for the U. S. 74 gun ship Washington. The blocks to be made in Boston, and delivered in Portsmouth at your expense. The payment to be cash, Boston bank bills, on the completion of the job, which must be done within ninety days from this date.

Respectfully,

Your obedient servant,

AMOS BINNEY.

To Messrs. Dupee & Badger,

Scott & Clark,
Henry Fowle,
Daniel Adams.

CIRCULAR.

Boston, October 4, 1816.

SIR,

I wish to engage for the U. S. frigate Congress, Henry Denison, Esq. Purser :—

- No. 1.—500 blue cloth Jackets, extra large size, to be made of same size and quality of the Pattern No. 1, deposited in my office, which you may examine and take dimensions from.
- No. 2.—240 blue cloth Jackets, of same quality as the above, but two inches shorter in the body and sleeves, and one inch narrower in the shoulder.

No. 3.—60 blue cloth Jackets, of same quality as above, for boys, large size.

No. 1.—400 pair blue cloth Trowsers, extra large size, to be made of the same size and quality of the Pattern marked No. —, deposited in my office, which you may examine, &c.

No. 2.—300 pair blue cloth Trowsers of same quality, but two inches shorter than the above.

No. 3.—100 pair blue cloth Trowsers of same quality, for boys, large size.

800 duck Frocks, of same size and quality as the sample to be seen in my office.

700 pair duck Trowsers, of the same size and quality as the sample to be seen in my office.

The whole to be completed within twenty days, and payment to be made in treasury notes in sixty days from date.

Will you send me your best terms in writing, stating the prices against each article, as above, before to-morrow, 10 o'clock, A. M.?

Respectfully, &c.

AMOS BINNEY.

To Messrs. Isaac Cook & Co.
Ezra Palmer,
J. D. Dyer,
Binney & Ludlow,

LETTERS

REFERRED TO IN MR. BINNEY'S EXPLANATIONS,

(PAGE 89.)

Boston, February 12, 1812.

SIR,

I HAVE the honour to acknowledge the receipt of yours of the 23d ult. covering my commission as Navy Agent for the port of Boston.

I have now respectfully to ask the following questions, for my information, and the government of my conduct in the discharge of the official duties assigned me :

When a public vessel is to be repaired, is it the duty of the commanding officer of such vessel to select the mechanics and workmen of the various branches, to make such repairs? or, is it the duty of the Agent to select the variety of workmen to be employed for that purpose?

Is it the duty of the commanding officer to purchase and provide the materials necessary for such repairs? or, is it the duty of the Agent to make such purchases?

As a diversity of opinion may exist on these subjects, and the principle (as I learn) having never been settled in this port, I am desirous of specific instructions on these points, at the commencement of my agency, in order to avoid any encroachment on the prerogative of any officer of the navy; while, at the same time, I am anxious to know and assert my own.

The reasons in favour of vesting the authority in the agent to make all purchases of materials and supplies, and to select all the mechanics and workmen necessary to be employed in repairs, are obvious; it being supposed that an intelligent agent, residing on the spot, should have a better knowledge of the prices of materials, and of the most approved workmen in the port, than any naval officer can possibly have, who is but occasionally in port, and perhaps seldom in that port where the repairs are required.

The importance of these considerations to me, who am just entering on the duties of a new station, has induced me to submit for

your decision the aforesaid questions, and to ask the favour of your directions thereon, for the government of my conduct.

With considerations of respect, &c.

AMOS BINNEY.

Hon. PAUL HAMILTON, }
Secretary of the Navy. }

Boston, May 5, 1812.

SIR,

To obviate any misrepresentations that may be made to you, calculated to make an impression unfavourable to me, relative to my refusal to pay certain bills for the repairs of the John Adams, which were presented with the necessary approval; I feel it a duty I owe to you, Sir, as well as to myself, to say, that I have refused payment to *no bills*, duly approved, unless with the most satisfactory evidence before me, that the bills, in the shape and amount, as presented, were erroneous. Having conceived it to be a part of my duty to detect and correct errors intended to draw from the Department money not really due, I should be happy in being made acquainted with your views of this opinion, whether correctly formed or not. If I am to sit down and pay over monies on every bill presented, having no authority to correct a known error or intended fraud; I will do it, after your specific instructions to that effect. But if I am authorized, by virtue of the confidence reposed in me, to scrutinize, investigate and detect; with your direction, I will use my best discretion, and continue to refuse the payment of bills found to be erroneous.

Commodore Bainbridge being necessarily acquainted with some circumstances relative to this subject, may also feel it his duty to communicate to you a more detailed statement. His opinion has perfectly coincided with my own in every question relative to the several duties required of him and myself, and I am much pleased with this opportunity to say, that from the mutual determination already manifested, we shall in a short period reduce the former chaos in the affairs of the Department at this port to such system and economy, as to make large savings to the Government in the expenditures for all the objects to which they have been applied.

I have the honour to be, &c.

AMOS BINNEY.

Hon. PAUL HAMILTON.

Boston, June 10, 1812.

SIR,

By reference to my Summary of Receipts and Expenditures for May, it will be seen that I was in advance for pay, &c. of navy \$3366: 05; since which I have further advanced to the same object \$1500, making \$4866: 05; and for pay, &c. of frigate John Adams, about \$3000 will be required from me.

Therefore ten thousand dollars are required for the expenditures at this port—

For pay, &c. of navy	\$10,000
----------------------	----------

Will you be pleased to direct a remittance of this sum to me?

Very respectfully, &c.

AMOS BINNEY.

Hon. PAUL HAMILTON, }
Secretary of the Navy. }

Boston, August 11, 1812.

SIR,

SEVENTEEN thousand dollars are required for the expenditures at this port—

For repairs of frigate Chesapeake, &c.	10,000
" purchase of provisions,	6,000
" contingent expenses,	1,000
	<hr/>
	\$17,000

Will you do me the honour to direct a remittance of this sum to me?

The \$15,000 heretofore required for repairs is very much wanted. My account for *July* made my expenditures beyond appropriations received for this object \$8759: 03, and there are yet unpaid sundry bills for repairs of the John Adams amounting to upwards of \$5,000. The claimants are pressing hard for their pay.

I am, Sir, respectfully, &c.

AMOS BINNEY.

Hon. PAUL HAMILTON, }
Secretary of the Navy. }

Boston, September 7, 1812.

SIR,

THE supplies of money, provisions, materials and repairs required by the commanding officers of the several vessels composing Commodore Rodgers' squadron now in this port, make it necessary for me to make this requisition for

Forty thousand dollars, in addition to my former requisition of the 31st ult.

For pay, &c. of officers and seamen,	15,000
„ repairs of vessels,	15,000
„ purchase of provisions,	7,000
„ medicines, &c.	2,000
„ contingent expenses,	1,000
	<hr/>
	\$40,000

The great expedition with which every vessel is repairing, and preparing for another cruise, has obliged me to make extensive purchases, with *ready money*, to secure the articles at the most favourable prices.

Will you direct a remittance to enable me to discharge contracts promptly, and thereby secure a credit for future supplies on the best terms the market will afford?

Respectfully,

I am, Sir,

Your obedient servant,

AMOS BINNEY.

Hon. PAUL HAMILTON, }
Secretary of the Navy, Washington. }

Boston, September 21, 1812.

SIR,

I HAVE the honour to acknowledge the receipt of your letter of the 14th inst. advising that you had ordered a remittance to me of thirty-nine thousand dollars, which sum had been wholly expended in purchases before received by accommodation obtained at the State Bank.

Thirty thousand dollars are now required—

For pay, &c. of the navy,	15,000
„ purchase of provisions,	15,000
	<hr/>
	\$30,000

Will you do me the honour to remit me this sum?

The squadron now in port has wholly exhausted the magazine of salted provisions deposited at the Navy Yard, and I have been under the necessity of purchasing 400 barrels. Is it your pleasure that a new contract should be sought for packing a quantity of beef and pork? Your instructions shall be promptly complied with. The season for packing of beef is near at hand, and the dealers are ready to contract.

A large quantity of excellent pine timber and spars will shortly be offered at public sale, and may be purchased at reasonable prices, if I may be authorized to secure it. Spars are not to be obtained without some previous notice; and the delay occasioned to the repairs of the Constitution for want of spars at hand suggests the expediency of securing them when to be had.

Be pleased to give me your directions.

Respectfully, &c.

AMOS BINNEY.

Hon. PAUL HAMILTON, }
Secretary of the Navy. }

Boston, October 7, 1812.

SIR,

THE balance of my account with the Navy Department to the 31st August, as per my Summary for that month, was

	28,976 81
Since which I have received in two remittances	72,000 00
Making	\$100,976 81

My expenditures for September, as per Summary, exclusive of commissions, are	127,598 77
Making the amount advanced	\$27,501 96

Add to this about \$15,000 paid in October,	15,000 00
And advances to mechanics, &c. for part of their bills already approved, full	10,000 00
Making together the sum of	\$52,501 96

which I am actually in advance to the Department, and to effect which I have exhausted every resource within my controul, and am paying interest on the most of this sum. I have been induced to make these extra exertions, that the squadron should not be detained in port one moment on my account at a crisis like the present; and at the same time, to secure their supplies at the most reasonable prices, have purchased principally with cash, or, in every

other case, at the shortest possible period it would take to receive it from the Treasurer of the United States.

My requisitions may have seemed large from this port, where it has been customary to expend but small sums annually, but certainly have been always within the sum actually required for the same object. I did myself the honour on the 21st last month to make a requisition for \$30,000 on account of pay and purchase of provisions. To this I am yet without any answer, to my individual disadvantage, as well as the disadvantage of the Government, inasmuch as it may operate to diminish confidence in the faith of my promises made for the payments for supplies. I am seriously distressed for the want of funds to enable me to meet the bills that are now accumulating before me, which are already augmented to, say \$70,000 filed and approved by the competent authority.

I have the honour to make this further requisition, in addition to all made before:

Sir, There is required for the expenditures of the Navy Department at the port of Boston, seventy-one thousand dollars—

For pay, &c. of navy,	40,000
„ repairs of vessels damaged in action,	10,000
„ *ordnance, &c.	10,000
„ contingent expenses,	5,000
„ medicines and hospital stores,	3,000
„ marine corps—clothing, &c.	3,000
	<hr/>
	\$71,000

* The bills for this head are about \$5000, and the shot contracted for are coming in and partly delivered.

I rest with the strongest confidence in your doing me the honour to direct a remittance of the above sums with all possible expedition, as my own and the reputation of the Government are deeply concerned in the event. The Government have the most inveterate opposers in this section of the union; and being an agent of Government, I have my enemies also, who would glory in my embarrassment, and seize the occasion to asperse, with still more opprobrious language, the best of governments, and the best administration.

I have the honour to be,

With great respect,

Your most obedient servant,

AMOS BINNEY.

Hon. PAUL HAMILTON, }
Secretary of the Navy. }

Boston, October 30, 1812.

SIR,

AGREEABLY to my promise, in my letter of the 23d instant, I herewith enclose you abstract statements of the amount of repairs &c. of the several vessels of war recently in port.

The paper A. shows the total expenditures for the frigates President, United States, Constitution and Congress, and sloops of war Hornet and Argus, amounting together to the sum of \$292,865:40.

This sum being so much beyond my expectations, I have been too limited in my requisitions for funds to enable me promptly to discharge the bills, which has very much embarrassed me, and reduced me to the necessity of borrowing, *on interest*, at the banks and of individuals, my friends. The result, on the settlement of all the bills, may vary somewhat from this statement, in consequence of deductions from any bill overcharged (every one of which will be strictly scrutinized before payment) or from bills that may have been approved and yet in the hands of claimants.

The balance of my accounts with the Navy Department, as per my monthly Summary, to 30th September, was in my favour

	27,898 04
Since which, to the 28th October inclusive, I have paid, as per paper C.	51,437 21
Making	<u>\$79,335 25</u>

The paper B. shows the amount of bills filed in my office, approved and unpaid, amounting to the sum of

\$164,490 65

This amount is immediately wanted to enable me to discharge the demands of the numerous claimants, who are, many of them, extremely urgent for their pay. In the papers before referred to, you will observe there are no items for provisions for the frigate Chesapeake, which are all purchased and partly delivered on board, the bills for which will shortly be presented.

Sir, There is therefore required for the expenditures of the United States Navy Department at the port of Boston, one hundred and fifty-two thousand dollars from the following appropriations, viz.

Repairs of vessels damaged in action,	26,000
Repairs of frigate Chesapeake,	10,000
Pay, &c. of officers and seamen,	55,000
Purchase of provisions,	35,000
Repairs of vessels,	26,000
	<u>\$152,000</u>

This, in addition to my requisition of the 23d instant for \$30,000, will enable me to discharge all the bills now before me approved.

Will you do me the honour, Sir, to direct a remittance of the above amount for the purposes before stated?

Very respectfully,

Sir,

Your obedient servant,

AMOS BINNEY.

Hon. PAUL HAMILTON.

Boston, January 19, 1813.

SIR,

I HAD the honour of making a requisition for 50,000 dollars on the 31st ult. for appropriations as follows, viz.

Repairs of frigate Chesapeake,	. . .	10,000
Repairs of vessels,	. . .	15,000
Pay, &c.	. . .	15,000
Purchase of provisions,	. . .	10,000
		<hr/> \$50,000

To this requisition I am without the favour of an answer.

The balance of my account with the Navy Department to January 1, 1813, as per Summary of the 4th instant, was \$24,205

Since which I have necessarily advanced about 20,000

and am very much embarrassed, besides being under the disadvantage of paying interest on \$40,000 loaned at the State Bank.

The repairs of the frigate President are to be considerably extensive; to insure the best economy in which, I have made engagements for the heaviest of the materials for cash, which lays me under still greater necessity for a speedy remittance.

Very respectfully, &c.

AMOS BINNEY.

Hon. Secretary of the Navy.

Boston, January 19, 1813.

SIR,

THE bills for the repairs of frigate Chesapeake I presume are now all brought in, and, together, amount to

	\$105,879 05
I have received from the appropriations for her repairs	70,000 00
Balance	\$35,879 05
Required 31st December ult. not yet received	10,000 00
Received for sales of old copper and shakings	3,075 98
	\$13,075 98
Balance now required	\$22,803 07

Sir, Will you do me the honour to direct a remittance of the above balance, say twenty-two thousand eight hundred and three dollars, in addition to the sum of \$10,000 required on the 31st December last, to enable me to close the account for the repairs of the frigate Chesapeake.

Being extensively in advance to the Department on the 1st instant, as per my accounts rendered; and having necessarily advanced considerable sums during the present month, to quiet the various claimants, who have laboured or furnished materials; and being myself exceedingly embarrassed in consequence of those advances and the pressure of the claimants, will, I hope, be a sufficient apology for my urging an early remittance.

Very respectfully,

Your obedient servant,

AMOS BINNEY.

Hon. Secretary of the Navy.

Boston, January 30, 1813.

SIR,

THE peculiarly embarrassing situation, in which I am placed for the want of funds, has induced me again to solicit your attention to my requisitions of the 31st December and 19th January. Being largely in advance at the close of December, it has required my utmost exertions to comply with the various requisitions from the Navy Yard, and the President and Congress frigates, for pay, provisions and materials for repairs.

Rather than refuse a compliance with these requisitions, and in effect stop the wheels of the Government in the Navy Department at this port—especially when the public mind is so much excited in favour of the navy—I have strained every nerve and quite exhausted every resource to keep every thing going on to the best advantage. In doing this I am actually in advance to the amount of forty-five thousand dollars this day, and I am under positive obligations for other sums to the amount of \$5000 more, to be paid in a few days. I am persuaded, Sir, that the importance of these facts will be a sufficient apology for my troubling you with this communication.

With great respect, &c.

AMOS BINNEY.

Hon. Secretary of the Navy.

Boston, February 3, 1813.

SIR,

I HAVE this day forwarded to Thomas Turner, Esq. Accountant of the Navy, my accounts and vouchers to the 1st of February instant, by which it will appear, that the *balance* in my favour is \$44,162:89. In addition to this, I have also necessarily advanced a considerable sum towards the residue of the bills for the repairs of the Chesapeake, and other sums for materials for the repairs of the frigates Congress and President, and for the most of which I am paying interest. In addition to the whole, I am daily called on for advances for the recruiting of crews for the ships now in this port, and also for the Adams at Washington. It is not within my power to comply with further requisitions for the above objects; and the service must suffer materially, if I am not immediately furnished with the means of fulfilling the duties of my office.

I am sensible, Sir, of the delays occasioned by the recent change in the Department, and from that consideration, have made every exertion to prevent the consequent derangement in the public service at this port; but have not means for a further advance of monies. Here I must stop until I have the honour to receive further funds, with further advices, for which I shall wait with the utmost solicitude.

With great respect, &c.

AMOS BINNEY.

Hon. WILLIAM JONES, }
Secretary of the Navy. }

Boston, February 17, 1813.

SIR,

I HAVE the honour to acknowledge the receipt of \$62,803, remitted to me on the 6th inst. which has partially relieved me from the embarrassment in which I had been placed.

The pressing demands for supplies for the frigates President and Congress, with other claims, has compelled me to invite your attention to my requisition of the 6th inst. in which \$54,000 was asked for, and also to that of the 31st December, in which \$10,000 was asked for the repairs of the frigate Chesapeake, which has not been yet received.

Very respectfully,

Sir,

Your obedient servant,

AMOS BINNEY.

Hon. WILLIAM JONES, }
Secretary of the Navy. }

Boston, April 1, 1813.

SIR,

FIFTY thousand dollars are required for the expenditures of the Navy Department at the port of Boston—

For account of pay, &c. of navy, . . .	25,000
" " repairs of Constitution, . . .	25,000
	<hr/> \$50,000

Will you do me the honour to direct a remittance of this sum?

I am yet without your answer to my requisition of the 13th March, for \$30,000, and of the 15th March, for \$10,000, and am wholly destitute of funds to meet the daily demands for money, and am now in advance upwards of \$20,000.

With great respect,

I am, Sir,

Your obedient servant,

AMOS BINNEY.

Hon. WILLIAM JONES, }
Secretary of the Navy. }

Boston, April 9, 1813.

SIR,

I HAVE the honour to say the United States frigate Chesapeake has arrived in this port.

My pressing embarrassments for funds to discharge the claims against the Department was temporarily relieved by a remittance of \$40,000, which was received on the 5th instant, in answer to my requisitions of the 13th and 15th ult.

I am again wholly destitute of funds, and the amount of the bills now filed against the frigate Congress is near \$30,000, and those for the President are probably more; besides, there are the bills for the Constitution: and requisitions for recruiting for the Macedonian, and the Lakes, &c. make it necessary to be in funds to supply the various demands, and prevent the occurrence of injury to the public service.

On the 1st inst. I had the honour to require \$50,000, which I hope will have been remitted before this comes to your hand, otherwise I shall be very much put to it to meet the claims.

The further sum of forty-one thousand dollars is required for the expenditures of the Department at this port—

For repairs of vessels damaged in action,	\$20,000
„ contingent expenses,	3,000
„ medicines and hospital stores,	2,000
„ pay, &c. of navy,	10,000
„ clothing marine corps,	6,000
	<hr/>
	\$41,000

Will you do me the honour to remit me this amount?

With great respect,

I am, Sir,

Your obedient servant,

AMOS BINNEY.

Hon. WILLIAM JONES, }
Secretary of the Navy. }

Boston, January 11, 1814.

SIR,

I AM under the painful necessity of informing you, that in consequence of being wholly destitute of funds, the recruiting service for the several public vessels in this vicinity has been suspended.

I have exhausted every resource to keep the funds required equal to the demands upon me, but it is not within my means to do more than has already been done, having borrowed and advanced, day after day, in expectation of a remittance of the amount of my requisition of the 20th December last; and being actually in advance fifty thousand dollars, I am at length, to my great mortification, literally obliged to stop. In this most unpleasant situation I must remain until I am relieved by a remittance. It would be useless for me to attempt a description of the disadvantages it will occasion to the Department in a pecuniary point of view, or to myself as a public agent, to be obliged to declare to every claimant, and every officer who makes requisitions for money, that I have not the means of satisfying the one, or complying with the other.

It has been my misfortune to have been many times placed in nearly my present situation, but heretofore I have succeeded in meeting every claim as it should be met by the public. In doing this, I have borrowed on interest, at the banks and of individuals, large amounts at several times, and have actually paid upwards of fourteen hundred dollars interest money for accommodations that have been solely on public account, which I cannot but believe will be allowed me in the settlement of my accounts with the Department. There are, however, a variety of opinions on this subject, and your advice is most respectfully asked.

With great respect,

Your obedient servant,

AMOS BINNEY.

Hon. WILLIAM JONES, }
Secretary of the Navy. }

Boston, May 7, 1814.

SIR,

I HAVE the honour to inform you, that one hundred thousand dollars are required for the expenditures of the Navy Department at this port.

It may appear that my requisitions have been large in amount and often repeated. I however beg leave to assure you, that from the 4th March until the 2d April I was entirely destitute of funds, and it was with the greatest exertions and inconvenience (not to mention the actual individual loss of interest) that I was enabled to keep the officers recruiting for the service in funds;—that from the 7th of April to the 2d of May I laboured under the same inconvenience of being destitute of funds;—that, although I received your last remittance of \$75,000 on the 1st instant, being that day in ad-

vance upwards of \$60,000, mostly borrowed from the Hon. William Gray and the State Bank, on interest, which being paid, I am this day again without funds, and must so remain until I have the honour of a further remittance from you.

Will you therefore be pleased to direct a remittance to be made me of the sum I have now required?

With great respect,

I am, Sir,

Your obedient servant,

AMOS BINNEY.

Hon. WILLIAM JONES, }
Secretary of the Navy. }

Boston, June 22, 1814.

SIR,

THE expenditures of the Navy Department at this port have been heavy for the last year, and I have drawn largely for funds, but have constantly been embarrassed by the great flood of claims every day presenting. I have hitherto succeeded in my exertions to keep the credit of the Department high with the public. This has been effected by individual credit and loans. It has frequently happened with me, that a remittance of \$50,000 has not left me one dollar in funds six hours after received. Thus have I been continually perplexed, and continually borrowing money, or the service must have suffered.

Your further instructions shall be most punctually complied with.

Very respectfully,

Your obedient servant,

AMOS BINNEY.

Hon. WILLIAM JONES, }
Secretary of the Navy. }

Boston, September 9, 1814.

SIR,

On the 16th August I had the honour to make a requisition for a remittance in money to enable me to meet the claims on

that day due for labour and supplies for the Navy Department at this port, accompanied with a detailed statement of the objects to which the money was necessarily to be applied; and also informing you that I was at that period destitute of funds to promote the public service, and must so remain until you should do me the honour to make me a remittance. To this requisition I am yet without your answer. I pray that you will believe me when I say, that I would not, at this trying time for our country, trouble you with this intimation, were not the pressure upon me at this time so peculiarly embarrassing, that I feel it to be an imperious duty to inform you, that the public credit is suffering beyond calculation.

Having exerted every power within my command, I find myself unable to sustain my own or the reputation of the Government any further than I have. I am personally responsible for 35,000 dollars to the State Bank here, which I have borrowed and paid out on account of contracts for the Navy Department. The bank has refused to me further loans or accommodations, and has actually required me to refund 25 per cent. of the amount loaned every month. To do this I have not the means, without your aid, and am consequently obliged to suspend every transaction of a money concern until thus relieved. This call from the bank at this unfortunate period is in addition to the claims of about six hundred women who have half pay tickets and call almost every day, and near as many men who have bills approved from two dollars to eight thousand dollars, and most of whom either call or send every day. To tell them I have no money, does not satisfy them, nor is it in my power to do it. Add to this requisitions for recruiting for the 74, the Constitution, the Lakes, the Navy Yard, and for pay of officers and seamen, altogether, have created embarrassments to me, that I believe, when considered by you, will be an apology for my making this communication.

With great respect,

Your obedient servant,

AMOS BINNEY.

Hon. WILLIAM JONES, }
Secretary of the Navy. }

Boston, September 22, 1814.

SIR,

I HAVE the honour to acknowledge the receipt of your circular under date of 15th inst. and will not fail to use my utmost exertions to promote your views as therein expressed. Before this, however, was received by me, the last dollar of the remittance you last directed to be made me of \$44,038, in part of my requisition

for \$96,000, had been expended. This remittance was received by me on Monday the 19th, at 10 o'clock, and before Tuesday, at 1 o'clock, I had paid the last dollar away, having paid off near *three hundred* claimants. This will not be considered extraordinary, when it is known, that I had been more than thirty days wholly destitute of funds, and the whole group of claimants daily and incessantly besetting me for payment. The moment it was known that one had received money, the whole were upon me en masse. I have done the best that, in my deliberate judgment, I could have done with the money, paying in full small claims of less than \$100, among which are many allotments for half pay for seamen's wives and families, and for larger sums paying a part of the amount due; and my situation is much improved by the last remittance you made me, but is yet greatly embarrassing; for the claims being augmented by the addition of a month's transactions since my last statement in detail under date 17th August, I am this day in debt near \$80,000, including those I have advanced a part on account of. I could, however, I believe, manage with the balance of my requisition of the 17th August (\$52,000) to satisfy the whole of the claims now due; and without this balance, it will be utterly out of my power to satisfy them; for being this day in debt to the State Bank \$25,000 for money borrowed to pay in part the claims long since due, I cannot obtain any further accommodation from that institution, and indeed they, being embarrassed in common with all other banks, are pressing me to refund this loan. This renders my situation truly distressing—private resources wholly exhausted—called upon to refund to the bank—and hard pressed by the claimants for dues from the Department, and without funds. I have on hand, however, \$15,000 of treasury notes, received in part of a former requisition; but these notes, are selling in this market at 10 per cent. discount. 'Tis impossible for me to sustain this discount and realize the money, or to pass them off in payment at par.

When I have spoken or written of *making advances* on account of contracts, &c. it has uniformly been my meaning, and I would now be understood, that such advances are on account of bills or contracts already due and payable; and instead of paying such bills, &c. in full, I have paid only a part of the amount, and taken a receipt on account of it, to be adjusted when the bills should be paid in full. Thus I have this day receipts for \$30,000 in part and on account of bills of cordage, spars, gun carriages, iron work, plumbers' work, &c. bills for which are rendered and due; but instead of paying the whole, have been paid in part or advanced a part. The cordage for 74, for instance:—the quantity already delivered amounts to \$30,000; the whole quantity required for the ship is made up and ready, and will amount, probably, to more than \$60,000. On this contract, I have paid Mr. Howe, the contractor, \$25,000. He still claims further payments; and

by the spirit and letter of his contract is entitled to further advances or further payments. He agreed to furnish the cordage for two dollars in every hundred weight less than any other man in the state would do it. We promised him an advance of \$15,000. He has provided the immense stock for both the 74's here and at Portsmouth, and has made nearly the whole quantity up and delivered a great proportion for both ships. For the stock he owes the banks; the banks call upon him to refund; his only resource is the money due from the Government. He calls upon me, as he has a right to do by contract, and I wish I were in a situation to relieve him. Other large claims, such as the anchors, \$8,000, the spars, \$8,000, &c. are similarly situated—the work completed, the money by agreement due to each claimant. I have made partial payments, and from the balance of my last requisition should be happy to complete the payments and obtain vouchers to cover the monies I have paid, which I have called being in advance, and for which money I am owing the bank and called upon to pay it. By an arrangement with the State Bank, I am induced to believe, that a treasury draft upon them for \$50,000 would be assumed on condition that I should draw upon the bank *only in payment* of the amount which I owe to the bank, which is \$25,000, and in payment of notes due to that institution from other individuals. This would enable me to pay the sum which I owe, and many other small sums owed by individuals, who have claims upon me for account of the navy, and at the same time to settle those claims. I would therefore respectfully suggest, that a remittance be made me of the amount of my requisition of 17th August in a treasury draft upon the State Bank here, conditioned that that institution shall not be obliged to pay out the specie for the amount of the draft. But if no better arrangement can be made, let the remittance be in treasury notes; for such is the unfortunate situation I am placed in, in regard to claims now due, and for money to refund that which I have borrowed to settle others in part, that I must, at any sacrifice on my part, take up my own notes.

In my future purchases I will strictly adhere to the rule you have requested me to adopt in respect to payments being made in treasury notes; but this will unquestionably operate more against the Government, in the *prices*, than to hire the money required at an interest of eight per cent. per annum.

It is impossible by consent, and it would be unjust by force, to make creditors take this species of money in payment of claims now due, the contracts having been made in good faith that payments would be made in money equal to specie.

It is only necessary to say, that money requisitions, for account of pay and for recruiting, cannot be met but by cash. The time when or the amount of these requisitions cannot be anticipated. They have been sometimes \$10,000 in a day, when I could not ex-

pect them. I am this day wholly destitute of funds, except the treasury notes before named.

I beg leave to assure you, that no exertions on my part shall be wanting to promote your wishes and the good of the service with all the means and energies I can command.

With great respect,

I am, Sir,

Your obedient servant,

AMOS BINNEY.

Hon. WILLIAM JONES, }
Secretary of the Navy. }

Boston, November 10, 1814.

SIR,

I HAVE the honour to inform you, that one hundred and eleven thousand four hundred and seventy-six $\frac{4}{100}$ dollars are this day required for the expenditures of the Navy Department at this port.

The paper Q. will shew a detailed view of the amount which I have advanced to some of the claimants, in part and on account of their dues, being \$63,760:35. About \$30,000 of this sum I had borrowed from banks and individuals, in *specie*, to enable me to fulfil my engagements, having been disappointed in my expectation of a remittance of \$52,000, the balance of my requisition of the 17th August last, which was not received until the 27th October, and then received in treasury notes. These notes, on the day of their receipt, were at twelve and a half per cent. discount for cash. From this species of money I am under the absolute necessity of raising the amount which I have borrowed in *specie*, and shall incur a loss of 6 or 7,000 dollars, unless I am very speedily relieved by a remittance of a part of my requisition of this day in something better than treasury notes. Add to my pecuniary embarrassments, on account of the transactions above stated, the great pressure of the claims upon the Department for the amount this day stated to be due, a great part of which has been due for months, and all of which is this day payable, according to the agreements made with the claimants in the faith of a regular supply of funds as heretofore; and you will perceive my apology for an urgent request, that the requisition I have this day made be complied with as early as it may be possible.

With great respect,

Your obedient servant,

AMOS BINNEY,

Hon. WILLIAM JONES, }
Secretary of the Navy. }

Boston, December 5, 1814.

SIR,

I HAVE not the honour to acknowledge an answer to my requisition of the 26th October last for \$12,000, and the 10th November for \$111,476:59.

The pressure of claimants upon me has increased with the return of every day. On the 19th inst. I shall be obliged to pay in specie at the banks fifteen thousand dollars, which had been borrowed, as stated in my letter of the 10th November, and no part of it can be renewed. I am without one dollar, even in treasury notes, and really in advance on account of the Navy Department more than forty thousand dollars—and pray for some relief.

With great respect,

Your obedient servant,

AMOS BINNEY.

Hon. WILLIAM JONES, }
Secretary of the Navy. }

Boston, December 22, 1814.

SIR,

I HAVE received your letter of the 14th instant. My circumstances are such, in consequence of having made every exertion in my power to promote the public service, that I must have relief by some means or other, even at any sacrifice on my part. I therefore should be glad of a remittance of thirty thousand dollars, even in treasury notes—

On account of pay, &c. of the navy,	15,000
„ building 74's and frigates, . . .	15,000
	<hr/> \$30,000

Will you do me the favour of a remittance of this sum as early as it may be possible, to satisfy a part (who are willing to receive treasury notes) of the numerous claimants upon the Department.

It would be a great convenience to me and to the creditors to have this amount in small notes, say of \$20, or even of \$10, as I have monthly to pay near five hundred half pay tickets of from \$5 to \$9 each per month, and many other claimants, who are unwilling to sacrifice upon their whole claim, yet nevertheless their embarrassments and necessities are such as to induce them to wish a part in these notes to enable them to live in these cold and blasted regions. As it respects my own troubles for want of funds, I will, as I always have done, continue to exert my best endeavours to

exist until the finances of the Government are placed in better credit ; but as I intend a visit to Washington early in January, you will much oblige me by an early attention and an answer to this.

Very respectfully,

Your obedient servant,

AMOS BINNEY.

BENJAMIN HOMANS, Esq. }
Acting Secretary of the Navy. }

Boston, January 5, 1815.

SIR,

I HAVE the honour to communicate a detailed statement of the pecuniary embarrassments under which I am at this time placed, in consequence of the depreciation of the public paper, and the deranged state of the national treasury.

Although a report of the nature of this may not be generally necessary ; yet, at this most interesting period of our national affairs, I have deemed it to be a duty, which I owe both to the Government and myself, to be thus particular, that they may be fully possessed of the facts in relation to the money transactions of my agency, and that they may be the better enabled to apply such remedy as their wisdom may suggest to retrieve and sustain the public confidence, and shield me from the destruction which is pending over my head.

Having, from the most anxious desire to promote the success of our arms upon the ocean, complied, with the utmost promptitude, with every requisition made upon me by the commanding naval officers within the district of my agency, (even without the funds in hand to make the necessary purchases with, and for some months after I had ceased to receive remittances in money) I have been obliged to pledge personal responsibility for payment in specie at a short and given period, or to suffer important naval operations to be impeded, and perhaps wholly suspended, for the want of those supplies required.

In effecting the object I have ever had in view, that of keeping the public vessels and officers promptly supplied ; and to the utmost of my abilities, by every honourable means, to prevent the censure that would attach to the Government by any delays occasioned by the want of supplies ; I have involved myself in an enormous debt ; and it is far beyond my own means to prevent certain destruction to myself and many of my friends, unless relieved by a remittance of funds from the Navy Department.

It will be seen by my Summary Statement of money received and expended for account of the Navy Department, up to January 1st, 1815, (which has been duly forwarded to the Accountant of

the Navy at Washington,) that the balance was in my favour and due to me from the United States, \$50,924 37

The annexed paper, marked A. will show a detailed statement of advances made to sundry persons on account and in part payment of contracts and bills for labour performed and materials purchased, most of which have been some months due to the claimants, amounting to 40,487 11

\$91,411 48

Making, together, ninety-one thousand, four hundred and eleven dollars, $\frac{48}{100}$, this day due to me from the United States.

In making such extensive advances and payments for the Government, I have necessarily hired money from the bank, and borrowed it from individuals, on interest, or purchased such supplies as were deemed indispensable upon my own credit on short time, particularly the provisions and outfits required for the frigate Constitution, when under orders for the present cruise, and which, at the time, owing to the unhappy state of the public mind in this place, it was next to impossible to procure upon the faith of the Government at any price, and were therefore purchased upon individual credit, rather than to have prevented or delayed her intended cruise, amounting (as per detailed list of my creditors, marked B. the paper annexed) to the sum of sixty-four thousand five hundred and fifty-three dollars $\frac{14}{100}$, all of which is to be paid by me, in *specie*, mostly on demand, and the whole within sixty days.

The amount this day required, to discharge the claims now actually due, is one hundred and sixty-three thousand nine hundred and forty-two dollars $\frac{96}{100}$. The annexed paper, marked E. exhibits the balances and the claims unpaid, with the sum this day required under the several heads of appropriations.

When it is considered that most of the claims, and all of large amount, have been a long time due, and due upon contracts and stipulations entered into in the most implicit confidence that prompt and equal to *specie* payment would have been made, which induced the parties to stipulate at the very lowest *specie* prices, and in many cases, when a fair and honourable competition existed for the preference, even in making the lowest prices; and that a long, long list of these claims is for the small pittance of half-pay allotted by some of our brave and worthy seamen for the scanty subsistence of their wives and children, to them no doubt very dear, and who seem to be left under the protection of the Government, while they are engaged in fighting its battles and supporting the honour of the nation; it is impossible for me to add any additional argument to induce a compliance with the requisition I now have the honour to make, nor can a better apology be urged on my behalf for my pressing your early attention to this subject.

If it is not in the means of the Government, at this time, to remit any species of money other than treasury notes, I have to re-

quest that these may be made of the smallest denomination that the law and the regulations of the Treasury Department will authorize ; as it will be seen that a great majority of the claimants have demands too small to be paid with the ordinary or larger description of notes, and most of those, whose claims are of themselves larger, would yet be much accommodated by the smaller denomination of notes, to enable them to discharge their own debts.

Sir, I have the honour to state, that one hundred and sixty-three thousand, nine hundred and forty-two dollars and sixty cents are required for the expenditures of the Navy Department at this port from the appropriations for

Building 74's and frigates,	50,093 32
Purchase of provisions,	29,433 36
Pay, &c. of the navy,	52,858 25
Improvement of the Navy Yard, &c. . .	4,579 00
Ordnance, &c.	14,034 48
Contingent expenses,	7,204 89
Building sloops of war,	636 85
Military stores, &c. (marine corps,) . .	226 41
Clothing, &c.	2,939 29
Quarter-masters' stores, &c.	1,936 75
	<hr/>
	\$163,942 60

Will you do me the honour to direct a remittance of this amount to be made to me for the purposes as before stated ?

With great respect,

I am, Sir,

Your obedient servant,

AMOS BINNEY.

Hon. BENJAMIN W. CROWNINSHIELD, }
Secretary of the Navy. }

Boston, January 19, 1815.

SIR,

I HAVE the honour to acknowledge the receipt of your letter of the 20th December, 1814, advising that you had directed a remittance of thirty thousand dollars to be made me in treasury notes, agreeably to my requisition of the 22d ult.

The treasury notes have this day been received from the Commissioner of Loans at New York, and are within three thousand

dollars paid away to the public creditors. Such is the avidity with which the claimants upon the Department receive their pay in these notes, even at a certain present loss of about 25 per cent. that I am induced to request the whole amount of my requisition of the 5th inst. in notes of the smallest denomination, which will enable me to discharge the most of the claims now due from the Department at this port. It must be considered, at the same time, that the sum of about sixty thousand dollars is due by me, in *specie*, for supplies procured on *personal* responsibility, which will subject me to a personal loss of near *sixteen thousand dollars*, unless received in a species of money superiour to treasury notes. I cannot but hope, that some arrangement may be made for such part of my last requisition, in specie, as will enable me to pay my personal engagements without sustaining this immense sacrifice.

With great respect,

Your obedient servant,

AMOS BINNEY.

Hon. BENJAMIN W. CROWNINSHIELD, }
Secretary of the Navy. }

Boston, May 10, 1815.

SIR,

I HAD the honour to make a requisition, under date of 23d March last, for forty-two thousand and two hundred dollars, for the purpose of paying for hemp and shot contracted for by order of the Department. On the 7th of April, I received advice from the Accountant of the Navy, that a warrant had issued in my favour for that sum, and that the same had been charged to me in the usual manner. I waited from the 7th April to the 25th of the same month in daily expectation of receiving a remittance of the amount from the Treasurer of the United States, when, concluding there must have been some unhappy casualty, which caused the delay, I wrote to the Accountant, and also to the Treasurer, to ascertain the fact. I am informed by the Treasurer, that he waits instructions from the Secretary of the Treasury on the subject, and I am yet without the remittance, and consequently unable to fulfil my engagements.

With great respect,

Your obedient servant,

AMOS BINNEY.

Hon. BENJAMIN W. CROWNINSHIELD, }
Secretary of the Navy. }

Boston, August 7, 1815.

SIR,

SUCH is the very unpleasant situation in which I am placed, by reason of the want of funds for the last thirty days, that I am induced to ask the favour of being informed whether a warrant has been or soon may be issued in my favour for the amount of my requisition of the 15th ult. I am aware that there may exist a pressure upon the public treasury, but am at the same time assured, that there are funds in the State Bank to the amount of near half a million dollars, a large proportion of which is in small treasury notes. A draft for this description would be an advantage to the public credit here.

Very respectfully,

Your obedient servant,

AMOS BINNEY,

Hon. BENJAMIN W. CROWNINSHIELD, }
Secretary of the Navy. }

Boston, September 2, 1815.

SIR,

I HAVE the honour to acknowledge the receipt of drafts by the Treasurer of the United States for \$120,094 in pursuance of your warrant, No. 5283, in my favour. But as \$120,000 of the amount is drawn upon J. Nourse, Esq. Register of the Treasury, Washington, it may be a long time before I can avail myself of the remittance. This is exceedingly embarrassing, as the discharge of prisoners of war, the recruiting service, and many other objects, require funds beyond the amount, while I am already in advance more than fifty thousand dollars. There are credits in the State Bank here of more than half a million of dollars, and it would be of much advantage to the service, and a great relief to me, to be furnished with funds in the direct way as usual. It would very much oblige me by your information how I am to receive the above-named remittance in treasury notes from the Register of the Treasury.

With great respect, I am

Your obedient servant,

AMOS BINNEY,

Hon. BENJAMIN W. CROWNINSHIELD, }
Secretary of the Navy. }

Boston, Sept. 16, 1815.

SIR,

I HAVE the honour to require, for the expenditures of the Navy Department at this port, one hundred and forty-eight thousand five hundred dollars from the appropriations as follow :

Building 74's and frigates,	12,000
Repairs of vessels,	42,000
Pay, &c. of the navy,	66,000
Purchase of provisions,	10,000
Medicines and hospital stores,	1,000
Contingent expenses,	5,000
Ordnance, &c.	12,000
Military stores, marine corps,	500

\$ 148,500

To explain the necessity of this requisition, which, from the present state of public business at the Navy Yard, I am induced to think will be all I shall require for several months, I beg leave to refer to my accounts transmitted to the Accountant on the 12th instant, and also to the accompanying Statement, by which it will appear, that the balance was in my favour the 1st inst. 96,336,84

The bills, &c. unpaid amount to 148,145,17

\$ 244,482,01

Amount received on the 4th inst. in compliance with my requisition of 11th August, 120,094

Required this day, 148,500

268,594

which will leave in my hands, to be applied to such claims as are not rendered, and may accrue during this month, about twenty-four thousand dollars.

Will you do me the honour to direct a remittance of the sum now required, to enable me to discharge the existing claims?

With great respect,

I am, Sir,

Your obedient servant,

AMOS BINNEY.

Hon. BENJAMIN W. CROWNINSHIELD, }
Secretary of the Navy.

Mr. JOSEPH N. HOWE, having been sent for several times, appeared before the Commissioners on the 25th February, and having heard Mr. Binney's explanations and documents relative to his first deposition, made his second deposition, (No. 46.) Major John Brazer was also present, and heard the explanations and read the papers relative to his deposition. Both Mr. Howe and Mr. Brazer, as well as Mr. Abbot, appeared convinced that many of the material facts had been wholly forgotten by the witnesses, who had testified to circumstances which took place nearly ten years before.

Commodore Porter, being anxious to return to Washington, had arranged with Mr. Blake to close the proceedings with this day. They accordingly made up their joint Report to the Secretary of the Navy, which they read over to Mr. Abbot and Mr. Binney, and to which they both gave their assent. This Report was accordingly signed and forwarded to the Navy Department, and Commodore Porter left town on the 26th for Washington.

All the witnesses which had been named to the Commissioners by Mr. Abbot, the prosecutor, or which had been sent to them under cover through the post office, or otherwise, had been examined, excepting only Thomas Dean, Ezra Palmer, Henry Tolman and Daniel Ballard, the examination of whom Mr. Blake was to take down and forward to Washington as soon as convenient. But immediately after Commodore Porter had left town, reports were got up that the examination of witnesses had been partial or unfair, and otherwise greatly implicating the Commissioners for the manner and course of their proceedings; whereupon Mr. Blake declined to examine those remaining witnesses until the Secretary of the Navy should appoint some person to take the place of Commodore Porter. Both Mr. Blake and Commodore Porter wrote to the Department on this subject; whereupon the Secretary appointed Capt. Charles Morris, as per following letter, to join in the examination of the remaining witnesses with Mr. Blake :

Navy Department, March 9, 1822.

SIR,

You will be pleased to proceed in the examination of the business left by Capt. Porter, and in which he was engaged in conjunction with George Blake, Esq. United States District Attorney.

I am, respectfully, &c.

SMITH THOMPSON.

Capt. CHARLES MORRIS, }
U. S. Navy, Boston. }

This arrangement caused a delay in the proceedings of nearly twenty days, during which the most exaggerated stories and reports were put into circulation, highly implicating Mr. Binney, the witnesses, the Commissioners, and the Government. Mr. Binney then, in the following note, asked the Secretary for a copy of the Report of the Commissioners in his case, so far as the same had been made up :

Boston, March 1, 1822.

SIR,

HAVING been made to pass the fiery ordeal of a critical examination into my official conduct as Navy Agent at Boston, in consequence of some base, malicious, and unfounded whispers of slander, highly implicating my character as a public officer, which had been embodied and reported to the Department by Lieut. Joel Abbot and others of the navy ; I have the honour to request a copy of such reports as have been filed against me, with the Report of the Commissioners appointed to investigate my conduct in relation to these charges.

With great respect,

I have the honour to be

Your obedient servant,

AMOS BINNEY.

Hon. SMITH THOMPSON, }
Secretary of the Navy. }

Navy Department, March 25, 1822.

SIR,

THE enclosed copy of the Report made to me by Capt. David Porter, Commissioner of the Navy, and George Blake, Esq. District Attorney of the United States, is transmitted to you agreeably to your request.

The original of the complaint preferred against you by Lieut. Abbot and Doctor Trevett, was sent to Boston, and it is probably now in the possession of George Blake, Esq.

I am, very respectfully,

Sir,

Your most obedient servant,

SMITH THOMPSON.

AMOS BINNEY, Esq. }
Navy Agent, Boston. }

To the Honourable Smith Thompson, Secretary of the Navy.

Boston, February 25, 1822.

SIR,

For three weeks past, we have been employed together most industriously, from day to day, and occasionally until late at night, in the investigation, in compliance with your instructions, of the various transactions of Mr. Amos Binney, the Navy Agent in this place, from the time of his appointment to that office unto the present period. In the course of this investigation, nearly forty witnesses have been called before us, on the part of the United States, and their testimony taken down, with great accuracy, and, in most instances, at very great length.

The examination of all the witnesses, whose names had been given to us, and whose testimony was supposed to be material by Mr. Abbot, the prosecutor, was completed about eight days ago; and since that time we have been engaged in the examination of many others, whom we were induced to call upon, in consequence of communications, (for the most part anonymous) which have been made to us, from time to time, respecting some supposed malefaction or obliquity on the part of the Navy Agent. We have attended, also, very carefully and critically, to the statements and explanations, which have been given us, from time to time, when required, by Mr. Binney, to whom, during the few last days of the inquiry, we deemed it proper, for reasons which will hereafter be explained, to offer the privilege of being present for the purpose of cross examining the witnesses produced against him.

As to the force and bearing of the great mass of testimony, which is now before us, we are not yet, by any means, prepared to express a deliberate opinion; nor, indeed, would such a declaration, on our part, be of any utility, at this time, inasmuch as a faithful transcript of all the depositions in the case, accompanied, also, by the written explanations of Mr. Binney, in regard to each particular transaction, which has been the subject of our inquiry, will, speedily, be laid before you.

In the mean time, however, although several witnesses on the part of the United States remain yet to be examined, we conceive it to be no more than an act of justice to the character of Mr. Binney, and, indeed, a duty which we owe to the public, to declare to you, without reserve, that, from the evidence now before us, (which, indeed, is admitted by the prosecutor, and believed by ourselves, also, to comprehend the substance of every thing which it is possible to bring forward against the accused) we are strongly impressed by the belief, that he is entirely guiltless of any of the frauds which have been so confidently imputed to him. With regard to some transactions, indeed, of minor importance, it may, perhaps, in strictness, be considered that the mode of doing business, adopted by Mr. Binney, has been, in some instances, irregular; but, even in these instances, we have been unable to detect the slightest indication of his having been actuated by motives of a sinister nature.

On the other hand, there have been exhibited to our view, in the course of the investigation, many signal examples of stern integrity, of uncommon magnanimity, on the part of Mr. Binney, in the accomplishment of his duties as a public officer; and many distinguished proofs of his disinterestedness, vigilance and zeal in the public service, and in the promotion of its best interests. Since the appointment of this gentleman to the Navy Agency, he must, as we think, have been at times, especially during the late war, and the long continued degradation of the public credit, labouring under circumstances extremely difficult and critical; yet, from a careful examination of his documents, and of his correspondence with the Navy Department, at this gloomy and most inauspicious epoch, we have been much gratified by the incontestible proofs, which have been afforded us, of the great activity and devotedness to the public interests, by which alone he could have been enabled to extricate himself from the most pressing emergencies.

In fine, we have not been able, after the most rigid scrutiny, to discover any instance in the conduct of Mr. Binney, wherein the United States have sustained injury, either in respect to money transactions, or otherwise, by reason of any unfairness or infidelity of this officer.

We have the honour to be, Sir,

With very great respect,

Your most obedient servants,

D. PORTER, *Navy Commissioner.*

GEO. BLAKE, *U. S. Attorney.*

The preceding is a faithful transcript of the original Report made to the Secretary of the Navy, and which is on file in the Navy Department.

BENJAMIN HOMANS, *Chief Clerk.*

Navy Department, March 25, 1822.

On the 20th of March, Mr. Blake and Capt. Morris met for the purpose of examining the remaining four or five witnesses. Mr. Abbot met them and made his own arrangement with the Commissioners as to the times of meeting; asked and obtained liberty of a counsellor; named Mr. Knapp and Mr. Waldo. The Commissioners met daily, and adjourned from day to day, on some plea or pretence of Mr. Abbot. On the 25th of March, Mr. Binney received from Capt. Morris the following letter, which may serve to explain the delay:

Boston, Monday Evening, 25th March, 1822.

SIR,

LIEUT. ABBOT declines proceeding any farther in the investigation of the charges made by him against you, until you shall have furnished him with a copy of the explanations you have made relative to the particular cases, which have already been before the Commissioners, that he may have a proper knowledge of the general case, as it now stands, and that he may form a correct opinion of any further proceedings on his part.

Should you have objections to this course, he wishes the investigation delayed until he can request a copy of your explanations from the Department.

Will you please inform me of your decision upon the subject?

Very respectfully,

Your obedient servant,

CHARLES MORRIS.

AMOS BINNEY, Esq. }
Navy Agent, present. }

To this letter Mr. Binney made the following reply:

Boston, March 26, 1822.

GENTLEMEN,

I HAVE received Com. Morris' note of last evening, advising that Lieut. Abbot declines proceeding any farther in the investigation of the charges made by him against me, until I shall have furnished him with a copy of the explanations, which I have made relative to the particular cases which have already been before the Commissioners, &c.

If I understand the business, Lieut. Abbot has nothing to do with the further examination. All the evidences adduced by Mr. Abbot in support of his black catalogue of charges were examined before I had any hearing in the matter. When I made my explanations

and reply to his evidence, he professed to have been perfectly satisfied, (as well as the Commissioners and every other person who heard the case,) that his charges were not only not supported, but wholly untrue. All the examinations made by the Commissioners, after the first sixteen witnesses, were in consequence of anonymous communications made to them through the post office, &c. after Mr. Abbot's evidence was closed; and these charges were found to be equally groundless with those made by Mr. Abbot. Owing to the anxiety of Com. Porter to return to Washington, four or five witnesses were omitted when he left, and these four or five are now to be examined. Will the Commissioners suspend the examination upon the suggestion of Mr. Abbot, and thereby keep me in this awful suspense, and the public mind in a state of agitation for no one knows how much longer? I cannot but think it would be injustice to me to permit any further delay, under the circumstances named. I have no objection to Mr. Abbot's obtaining copies of my evidence and explanations from the Navy Department, but do not feel it to be proper to make them myself at present.

I therefore most respectfully ask you to examine, without delay, all the witnesses which have been pointed out for that purpose; and when Lieut. Abbot chooses to bring a new set of charges, and will furnish me with them, I will endeavour to meet them as I ought.

With great respect,

Your obedient servant,

AMOS BINNEY.

To Com. CHARLES MORRIS,
and GEORGE BLAKE, Esq. }
Commissioners, &c. &c.

Mr. Binney at the same time stated verbally to the Commissioners, that he had, from the first to the last, refused to give Mr. Abbot copies of his explanations *until after the Secretary of the Navy had passed upon them*, when not only Mr. Abbot, but all the world would have them.

Mr. Abbot then wrote to the Secretary of the Navy the following letter:

Boston, March 29, 1822.

SIR,

I HAVE been requested by Capt. Charles Morris, and warned by George Blake, Esq. in the presence of Capt. Morris, to attend with them in the further investigation of Mr. Amos Binney's affairs.

Believing it will be of importance to the public interest (as well as for my own security) that I should be furnished with an attested copy of Mr. Binney's explanations relative to the particular cases

which have already come before the Commissioners, (Capt. Porter and Mr. Blake,) and which have been sent to Washington, as I have been informed, by Mr. Blake; I respectfully request them of you, as Mr. Binney is not inclined to furnish me with them, although he promised them to me, saying, "that he not only wished me to have them, but *all the world*."

He has been requested by Capt. Morris to furnish a copy, which he declines doing.

I also respectfully request, that I may be furnished with an attested copy of an account, which was sometime ago made out by Mr. Binney (and presented to the Government) of certain sums of money said to be advanced by him for payment of Government debts; and also the interest account made from the account of that advanced money.

If it is your pleasure to furnish me with attested copies of the above mentioned documents, I shall then have matter and testimony to offer the Commissioners, which I think worthy of notice, as regards the public interest. Under the present circumstances and state of things, I cannot believe Mr. Binney either innocent, honest, or worthy the trust reposed in him.

I also request certified copies of all the orders and powers given to Capt. David Porter and George Blake, Esq. for their late investigation of the affairs of Capt. Isaac Hull and Amos Binney, Esq. and also a certified copy of the Report made to you by the two first named gentlemen, as the result of their investigation, as I consider those documents will be very important on my trial.

I have the honour to be,

Very respectfully, Sir,

Your most obedient servant,

JOEL ABBOT.

Hon. SMITH THOMPSON, }
Secretary of the Navy. }

Navy Department, April 4, 1822.

SIR,

I HAVE, in pursuance of your request by letter, dated the 29th ult. transmitted for your use, to Captain Charles Morris, the original explanations given by Amos Binney, Esq. Navy Agent at Boston, respecting certain allegations in relation to his official conduct.

I transmit to you, enclosed, an authenticated copy of the account presented by the said Navy Agent, as specified in your letter.

If the other copies, which you have requested, were considered to be of importance to you on your trial, they would be immediately

but I cannot conceive how they can have any relation to
and until their bearing on this shall be shewn, they will
be finished.

I am, very respectfully, &c.

SMITH THOMPSON.

JOEL ABBOT, }
Navy, Boston. }

Abbot having obtained from the Department *the original*
explanations, which Mr. Binney had made on the evi-
dence taken by Commodore Porter and Mr. Blake, had them
in possession from the 9th of April to the close of the in-
vestigation and took especial pains to ascertain errors or mis-
statements therein, by shewing them to the witnesses who
deposited. Mr. Ezra Hyde thought it expedient to make
a deposition, in part to explain his former, and in part
to contradict Mr. Binney's statement relative to the payments
on anchor contract. Mr. Joseph N. Howe thought it
necessary to make two more depositions to disprove the cor-
rectness of those explanations; and Mr. Sargent and Samuel
Hyde were called to contradict Mr. Binney's statement
relative to hemp bought of Ray & Gray, on the 8th of June,

so far these exertions have invalidated any part of Mr.
Binney's first statement will be judged of better, when his
evidence is applied to the same cases in the following
cases. It appears that, of the forty-six witnesses first ex-
amined, only two (Mr. Hyde and Mr. Howe) thought it ne-
cessary to contradict or comment on any part of Mr. Binney's
statements.

On the 2d of April, Mr. Abbot applied by letter to the De-
partment for further documents to criminate Mr. Binney :

Boston, April 2, 1822.

I RESPECTFULLY request that I may be furnished with at-
tested copies of Samuel Clark's bills for articles supplied the Navy
from 1817 to 1820, and which were approved by Capt. Hull ;
particularly the articles of nails for the ship house, drafting paper,
and mop poles ;—also, that you will be pleased to furnish me
an attested copy of the report made by the persons appointed
by the Government to investigate the defalcation of Mr. Fosdick ;—

as I consider those bills and that document will be essential in my trial, and also in the present investigation of Mr. Amos Binney's affairs.

I have the honour to be,

Very respectfully,

Sir,

Your obedient servant,

JOEL ABBOT.

Hon. SMITH THOMPSON, }
Secretary of the Navy. }

Navy Department, April 11, 1822.

Sir,

AGREEABLY to your request, by letter of the 2d instant, I enclose to you an attested copy of the Report made to this Department, in relation to the defalcation of Mr. Benjamin Hichborn.

Extracts from the bills for supplies at the Navy Yard are in a state of preparation ; and they will be furnished as early as practicable.

I am, very respectfully,

Sir,

Your obedient servant,

SMITH THOMPSON.

Lieut. JOEL ABBOT, }
U. States Navy, }
Boston. }

Navy Department, April 13, 1822.

Sir,

AGREEABLY to your request, by letter of the 2d instant, I herewith transmit to you a statement from the Fourth Auditor of the Treasury, showing in part the articles purchased of Samuel Clark, from 1817 to 1820, by Amos Binney, Esq. Navy Agent at Boston.

I am, respectfully, &c.

SMITH THOMPSON.

Lieut. JOEL ABBOT, }
U. S. Navy, Charlestown, Mass. }

Extract from Vouchers on file in this office, with the accounts of Amos Binney, Navy Agent, Boston, and approved by Capt. Isaac Hull, from the years 1817 to 1820, inclusive:—

1st Quarter, 1819.	Abstract O, Voucher No. 78—Paid Samuel Clark for 20 M. 20d clasp Nails, at 15s. for the ship house,	\$50 00
2d Quarter, 1819.	Abstract O, Voucher No. 19—Paid Samuel Clark for 20 M. 20d clasp Nails, English rose and clasp, at \$2:50, for ship house,	50 00
2d Quarter, 1819.	Abstract O, Voucher No. 69—Paid Samuel Clark for 15 M. 6d do. for ship house, at \$1:50,	22 50
2d Quarter, 1819.	Abstract O, Voucher No. 69—Paid Samuel Clark for 15 M. 8d do. for ship house, at \$1:75,	26 25
2d Quarter, 1819.	Abstract O, Voucher No. 69—Paid Samuel Clark for 100 M. 10d do. for ship house, at \$2,	200 00
3d Quarter, 1819.	Abstract L, Voucher No. 74—Paid Samuel Clark for 20 casks Nails, for ship house, 4142 lbs. at 11½ cents,	465 97
1st Quarter, 1820.	Abstract I, Voucher No. 65—Paid Samuel Clark for six sheets drafting imperial Paper, at \$2:50, for the Navy Yard,	15 00
1st Quarter, 1820.	Abstract I, Voucher No. 81—Paid Samuel Clark for four sheets imperial drafting Paper, for Navy Yard, at \$2,	8 00
1st Quarter, 1820.	Abstract I, Voucher No. 81—Paid Samuel Clark for six sheets imperial drafting Paper, at \$1,	6 00

I do certify, that the foregoing are truly extracted from the accounts and vouchers, on file in this office, of Amos Binney, Navy Agent at Boston, for sundry articles purchased by him of Samuel Clark, for the service of the Navy.

CONSTANT FREEMAN, *4th Auditor.*

Treasury Department, 4th Auditor's Office, April 13, 1822.

On the 9th April, Capt. Morris wrote the following letter to the Secretary of the Navy :

Boston, 9th April, 1822.

SIR,

THE explanations of Mr. Binney, which were forwarded by your order, for the use of Lieut. Abbot, have been received this morning.

Mr. Blake and myself yesterday examined the last of the persons who had been pointed out to us as possessing any information relative to Mr. Binney's supposed misconduct.

I am not apprised of the use which Lieut. Abbot proposes to make of the explanations of Mr. Binney, but I hope all the proceedings in this case may be closed during the present week.

With much respect,

Your obedient servant,

CHARLES MORRIS.

Hon. Secretary of the Navy.

On the 17th April, the Secretary wrote the following to the Commissioners :

Navy Department, 17th April, 1822.

GENTLEMEN,

I THINK it is time that the investigation into the affairs of Amos Binney, Esq. Navy Agent at Boston, should be brought to a close. Ample time has been given to all who wished to furnish any information on the subject to have done it ; and there being no mode of compelling the attendance of any witnesses, it is presumed that most, or all of those who will volunteer their testimony, have appeared. I think you had better fix a day when the examination will be closed, and notify the same to Lieut. Abbot. This, however, is submitted to your discretion, and you will regulate your conduct in this respect as the circumstances of the case shall, in your opinion, render fit and proper.

I have the honour to be,

Very respectfully,

Your obedient servant,

SMITH THOMPSON.

GEORGE BLAKE, Esquire. }
Capt. CHARLES MORRIS, }
U. S. Navy, Boston.

The Commissioners, however, indulged Mr. Abbot with ample time to collect his evidences, and it was not until the 26th of April that they wrote the following to Mr. Abbot, notifying him that they proposed, in compliance with instructions from the Secretary of the Navy, to close the investigation on or before Wednesday, the first day of May :

Boston, April 26, 1822.

SIR,

WE take this occasion to apprise you that we have very recently received from the Secretary of the Navy a communication, wherein he expresses an opinion that the investigation into the affairs of Mr. Binney, the Navy Agent at this place, should be brought to a close. The Secretary observes to us, that ample time has been given for all who wished to furnish any information on the subject, to have done it; and there being no mode of compelling the attendance of any witnesses, it is presumed that most or all of those who would volunteer their testimony, must have already appeared before the Commissioners. It is furthermore remarked by the Secretary, that, in his opinion, it would be advisable for us to fix a day when the examination will be closed, and to notify you of the same.

In conformity with these instructions, we take the liberty to apprise you, that we propose to close the investigation, in which we have been so long engaged, on or before Wednesday next, unless something should, in the mean time, occur to render it, in our opinion, expedient to continue it open for a longer period: And we have therefore to request you would be pleased, in the mean time, to bring before us any additional evidence, which it may be in your power to exhibit, in support of the charges against Mr. Binney.

With due respect,

Your obedient servants,

CHARLES MORRIS,

GEORGE BLAKE.

Lieut. JOEL ABBOT.

Boston, 26th April, 1822.

GENTLEMEN,

In answer to your request, I beg leave to state, that I have been at great trouble and expense already, and that I am unwilling to involve myself in further debt in this affair; that I feel I have already proved enough to show the propriety of making an investigation into Mr. Binney's official conduct. Had I the assistance of documents which it would be in the power of the Government to furnish, and proper pecuniary aid from them, I confidently believe I could show enormous charges in the articles furnished the Govern-

ment by Binney & Ludlow ; and that it would be found well worth the attention of the Department, to examine into the accounts of this mercantile firm of Binney & Ludlow. I have already proved Mr. Binney, the Navy Agent, to have been a silent partner in that house, which I take to be contrary to the regulations of the service. In the two bills, which the Government have been pleased to transmit to me, of articles furnished the Government by Mr. Samuel Clark, who had been a confidential clerk of Mr. Binney, and who was stationed in a store at the Navy Yard gate, (which circumstance I mentioned in my letter of the 11th January to the Secretary of the Navy,) I have found overcharges, viz. Nails, $3\frac{1}{2}$ cents per lb., drafting paper, that should cost but \$1:50 cents per sheet, charged \$2:50 cents, and that which cost but 17 cents per sheet, charged \$2, as the depositions of three respectable merchants will show. Perhaps most of the bills from that establishment have been overcharged, more or less. How can Mr. Binney reconcile this fact with the statement he makes in his explanations, of his sending round circulars and allowing none to furnish articles but those who would furnish them the cheapest?

I will add, that the bills of Cushing & Clark have been, I believe, also overcharged.

I also confidently believe I should prove the interest account, which has already been spoken of, to be an improper transaction on the part of Mr. Binney. The Department have it in their power to examine into these things, and every aid in my power to give is at their disposal.

I have disproved Mr. Binney's explanations in one very strong case (that of Mr. Howe) and I might do the same probably in many other cases. But I beg leave further to state, I never intended to do any thing more than to make such suggestions as would enable the Government to inquire and examine for itself. It does not concern me any more than it concerns any other citizen whether Mr. Binney has been faithful or fraudulent. I have no money to expend in pursuing this investigation. I have nothing in expectation from being ever so successful. A humble individual like myself, wholly unaided, cannot do much in the character of a prosecutor for breaches of public trust. The time, the money, and the labour, necessary to a full examination of the Navy Agent's conduct, I cannot command and apply. I must stop where I am, with this further observation, that I respectfully submit to the Commissioners, and through them to the Navy Department, whether I have disclosed enough to show that a systematic and thorough examination has become necessary; and also enough to justify me in the representations I have made.

If the Government should hereafter think it might be useful to call on me to aid in any investigation which may be thought necessary, it will be my duty to act to the best of my ability—and whether such investigation result honourably or otherwise to

the Navy Agent, I can have no interest, no wishes, as an individual or as an officer.

I am, with sentiments of the highest respect,

Your obedient servant,

JOEL ABBOT.

GEORGE BLAKE, Esq.

Capt. CHARLES MORRIS, U. S. Navy.

Notwithstanding the Commissioners met every day or evening, and Mr. Binney repeatedly urged them to proceed without delay in the examination of the witnesses summoned against him, yet some pretence or other was continually made by Mr. Abbot or his council to cause delay; so that the Court was kept open until the 4th of May, being forty-four days* from the 20th of March, during which time the following eighteen depositions were made:

* The whole period of the investigation of Mr. Binney's conduct was ninety days, viz. from the 4th February to the 4th May.

DEPOSITIONS.

No. 46.

{ Exchange Coffee House, Boston,
Tuesday, March 27, 1822.

Ezra Palmer, a witness produced, sworn and examined on the part of the United States, answered as follows, viz.

Question. WHAT is your trade or occupation; how long have you been engaged therein, and where?

Answer. I am a tailor by trade, and have carried on that business in Boston for about fifteen or sixteen years last past.

Question. Have you at any time, and when for the first time, been employed by Amos Binney, the Navy Agent, to furnish articles in your line for the use of the United States?

Answer. Sometime, as I think, in the year 1813, I was introduced by a Mr. Dickerman to Col. Binney, as a person who might wish to be employed to do work for the navy; soon after which I received a requisition from Mr. Binney for a quantity of marine clothing, which I furnished him, to the amount of somewhat more than two hundred dollars.

Question. Have you, from the period before mentioned to the present, been employed by Mr. Binney, at various times, to furnish other articles in your line, for the use of the United States? If yea, what is about the aggregate amount of all your bills for public work, which, from first to last, have been rendered to Mr. Binney, and by him settled and paid?

Answer. From 1813 to 1819, I have done various work in my line for Col. Binney on public account; and the amount of all my bills for the same may, as I should think, have amounted to twenty-five thousand dollars—perhaps more.

Question. In what manner have the various bills, which you rendered to Mr. Binney for the work alluded to, been by him settled and paid; and has he in any and in what instance, claimed and been allowed any, and if any what discount or deduction from the face of your bills?

Answer. Sometimes my bills have been paid by Mr. Binney's checks upon the bank ; and at other times they were paid by treasury notes ; and sometimes, when I have settled my bills with him, I have received his due bills in part and the residue in money. When Mr. Binney gave me his due bills, they were generally so expressed as to have been payable when he should be in possession of any public monies. Mr. Binney never demanded, nor did I, in any instance, ever allow him any deduction whatever from the face of my bills.

Question. In what manner were your contracts with Mr. Binney, for the supply of articles in your line, usually made ? Were they for the most part merely verbal, or in writing ?

Answer. In most instances, where any considerable amount of articles in my line was required by Col. Binney, it was his practice to send out to myself and to other persons in my line his circular notices, requesting us to give in to him our lowest prices for the articles required ; whereupon it was my custom to make out and send to him an estimate of the lowest prices at which I would furnish the articles. Upon receiving my proposals he has at some times agreed to make his purchases of me at the prices therein stated. At other times, when I called upon him, he informed me that my prices being too high he could not purchase of me. After receiving my proposals, when the prices therein stated were such as Mr. Binney approved, he was accustomed to send me his requisition in writing, signifying his acceptance of my terms, and directing me to furnish the articles in question.

Question by Mr. Abbot. Do you know that the circular letters, such as you say were occasionally directed to you by Mr. Binney, were also sent by him to other persons employed in the same line of business with yourself ?

Answer. I remember, at several times, to have seen in the possession of Mr. Dyer, who is largely engaged in the same line of business with myself, several of Mr. Binney's circulars, which appeared to be precisely similar to those which he had sent to me, and to have reference to the same articles, precisely, as those which were in the circulars addressed to myself ; and I have understood from Mr. Richardson, who was in the same line of business, that he also had received from Mr. Binney similar circulars.

Question. Did you at any time, and at what time in particular, purchase of any person, and of whom, a pew in the Methodist meeting house in Bromfield's Lane, Boston ?

Answer. Sometime in the month of October, in the year 1816, I purchased at a public vendue one pew in the meeting house alluded to, and received a deed thereof from Mr. John Clark, bearing date, as I believe, October 14, 1816, said Clark then being treasurer of said corporation, and Mr. Binney secretary thereof, as I believe.

Question. What was the price which you bid for the pew in

question, and to whom and in what manner did you pay the purchase money?

Answer. It is impressed upon my mind, that ten dollars was the sum which I bid for the choice of the pew alluded to, and that the price which I was to pay for the pew itself was the sum of two hundred and fifty dollars, exclusive of the above mentioned ten dollars. The ten dollars were paid promptly in cash to Mr. Binney, who I supposed was an officer of the corporation, and for the residue of the purchase money, I gave him my note of hand, payable to him or his order, at some time which I do not now precisely recollect. This note was afterwards, I think, paid in part at one time and the residue at another time, when I settled my accounts of work with Mr. Binney; and it is impressed upon my mind that the whole amount was paid and the note taken up in the course of about eight months from the time when it was given. In my settlements with Mr. Binney, I considered the amount of this note as so much money, and so allowed it to him, when I should otherwise have received from him its amount in money.

Question. What were your inducements for purchasing the pew referred to? Was the purchase made upon speculation, or was it for the accommodation of yourself and family, as members of the Methodist congregation in Bromfield's Lane?

Answer. I did not purchase the pew for myself or family, because we did not worship with that society; but the purchase was made in the expectation that I might make money by it.

Question. Were you ever requested by Mr. Binney to purchase a pew in the meeting house alluded to; or were you at any time and when requested so to do by any person acting therein under the influence or authority of Mr. Binney?

Answer. Some short time, as I think, before the public sale of the pews in the Methodist meeting house took place, Mr. Binney asked me if I did not wish to purchase a pew there, or words to that effect; whereupon I told him, that when the sale should take place, I believed I would attend it; and I do not remember ever to have had any further conversation with Mr. Binney upon the subject; nor was I ever requested by any other person whatever to make the purchase.

Question. Are you at this time the owner of the pew in question, or have you since disposed of the same, and at what price?

Answer. I sold the pew, about three years ago, for one hundred and twenty-five dollars.

Question. At the time of purchasing the pew, did you consider the price you paid for it no more than its worth?

Answer. When I made the purchase, I was not, personally, much acquainted with the value of property in that meeting house, but perceiving many other persons who were present at the auction and bidding for the pews, in whose judgment I had confidence, I was induced myself to bid, supposing that if I should purchase a pew

it might be leased for a sum equal to the interest of the purchase money and the amount of taxes.

Question. What do you consider to be the present value of the pew in question?

Answer. I am not accurately acquainted with the present value of the pews in the meeting house alluded to, but I should think that the pew which I purchased might, at this time, be let at the rate of six or perhaps eight per cent. upon the sum which I paid for it.

Question. Was it ever, directly or indirectly, intimated to you by Mr. Binney, that in case you wanted to purchase a pew in the Methodist meeting house, you would, in any way, be favoured by him, in regard either to the quantity or price of the articles which you might afterwards be employed to furnish on account of the Government? or are you sensible of having been favoured in any way, on that account?

Answer. Never was there any such intimation given me by Mr. Binney, nor have I, in any way, been favoured by him in my work, on account of my purchasing the pew. My bills for public supplies were always at the lowest cash prices; and when I could not furnish articles on terms as low as others, I could not have the work to do.

Question by Capt. Morris. In the course of your business with Mr. Binney as Navy Agent, have you ever discovered any act of fraud upon the Government, or have you any, and if any what cause in particular, to believe him to have committed any such fraudulent act?

Answer. I have had many dealings with Mr. Binney in my line of business, as before stated, and I never discovered in him any act of fraud, or any thing which appeared as though he had conducted the public business improperly.

Question. Is the value of pews in the Methodist meeting house referred to pretty well fixed and steady, or is it more variable and fluctuating than most kinds of real estate in Boston?

Answer. I am not much acquainted with the value of property in the Methodist meeting house, but I believe that the value of property in other meeting houses is rather fluctuating.

Question. What was your inducement to attend at the public sale of pews, as you have mentioned that you did?

Answer. My intention was to purchase a pew.

Question by Mr. Knapp in behalf of Mr. Abbot. Did you or did you not know, that your friend Col. Binney was deeply interested in the sale of the pews alluded to?

Answer. Col. Binney never gave me an intimation upon that subject; but I supposed him to have been interested, as being a member of the society. I think I should not have gone to the before-mentioned sale of the pews, if Mr. Binney had not spoken to me on the subject, inasmuch as I should not have known they were for sale but for the information which he gave me of the fact. I be-

lieve that I should not have purchased the pew if I had not been requested to do so by Mr. Binney.

Question. Do you know the nature and extent of Mr. Binney's interest in the Methodist meeting house? If yea, be pleased to state the same, according to the best of your knowledge.

Answer. I know nothing upon that subject, except that he has heretofore had pews for sale in that meeting house, but whether on his own account or as an officer of the corporation, I never knew.

EZRA PALMER.

No. 47.

{ Exchange Coffee House,
{ Friday, March 28, 1822.

Henry Tolman, a witness produced, sworn and examined on the part of the United States.

Question. WHAT is your line of business, how long have you been engaged therein, and where?

Answer. I am a painter by trade, and have carried on that business in the town of Boston about nineteen years.

Question. Have you frequently been employed by Mr. Binney, the Navy Agent, to do work in your line on the public account? If yea, when were you so employed, for the first time, and what is about the aggregate amount of all the bills of your public work, which have been settled and paid by Mr. Binney, from that period to the present?

Answer. I never was employed by Mr. Binney to do any work for the Government whatever.

Question. Have you, from time to time, been employed by any person or persons, and by whom, to do work in your line for the Government? If yea, what has been about the total amount of all your bills for such work, from first to last, and by whom have they been settled and paid?

Answer. From about the year 1814 to the present day, I have been employed, occasionally, by the commandant of the Navy Yard at Charlestown, to do various work in my line for the Government; and, from first to last, the amount of wages I have received may have been, perhaps, about six thousand dollars, more or less; but probably less than more. My work has always been paid for by the day, with the exception of two instances, which were, the painting of the Frolic, outside, and the masts, &c. and making the sashes, and priming and glazing them, for the brick stores in the Navy Yard, both of which pieces of work were done by the job. My day

wages for the work alluded to were always paid in the yard by the purser thereof or his substitute, in the settlement of the pay rolls. The job work I did was settled and allowed by Commodore Bainbridge, and the amount afterwards paid by Mr. Binney, my contract for said work having been made with Commodore Bainbridge.

Question. Did you, in any instance, allow Mr. Binney any discount or deduction from the face of any bill, which had been approved and signed by the Commandant of the yard? If yea, be pleased to state the same particularly, with all the circumstances attending it, with reference to dates and amounts.

Answer. I never made any allowance or discount whatever on my bills; nor did Mr. Binney ever propose or request any such thing.

Question. What is about the amount of all the bills of work, which were ever paid to you by Mr. Binney, and in what manner were they paid?

Answer. The amount of my bill for the work done on the Frolic was, I think, about ninety dollars; and the work upon the stores amounted, perhaps, to a little more than two hundred dollars, which amount was paid to me either in money or by checks on the bank.

Question. Have you, occasionally, sold to Mr. Binney, for the use of the Government, paints, oils, and other articles in your line? If yea, what is about the amount of all your bills for said articles, from first to last?

Answer. From about the year 1816 to 1820, I have sold to Mr. Binney, from time to time, various articles of the kind referred to, and the amount of my bills therefor I should suppose might be about eighteen thousand dollars.

Question. In what manner were your contracts for the supply of the articles last referred to made with Mr. Binney, and how were your bills settled and paid by him?

Answer. In our contract with the Navy Commissioners, through Mr. Binney, I furnished articles, amounting to about four thousand dollars, at certain stipulated prices, at which Mr. Binney had been directed by said Commissioners to purchase during that year. The other articles which have been alluded to, were furnished in pursuance of requisitions from Capt. Hull of the Navy Yard, and the purchases thereof made by Mr. Binney, in conformity thereto, at the lowest market prices. My bills of such articles were accordingly rendered to Capt. Hull, and when approved were paid by Mr. Binney, most generally by checks on the bank, sometimes in money, and sometimes I took his due bill.

Question. Did you, in any and what instance, allow Mr. Binney, or did he ever claim any deduction from the face of any of your bills, which had been previously approved by the Commandant of the yard?

Answer. No; never.

Question. Was any person, and who, concerned with you, di-

rectly or indirectly, in the business of the store from whence the articles you have referred to were supplied to Mr. Binney?

Answer. Yes. Mr. John Park of Boston was my partner on equal terms in said business, and no other person whomsoever was ever, directly or indirectly, interested therein.

Question. Of whom did you hire the store alluded to, and under whom have you, ever since the year 1809, and do now hold it?

Answer. Rufus G. Amory, Esq. has been our landlord ever since 1809, and is so now.

Question. Did you at any time, and when, purchase one or more pews in the Methodist meeting house, in Bromfield's Lane? If yea, of whom did you make such purchase?

Answer. At the general sale at auction of the pews in the meeting house referred to, sometime in October or November 1816, I did purchase one of said pews at 150 dollars the pew, and nine dollars for the choice. The deed of the pew was made to me by Mr. Clark, the treasurer of the corporation, and countersigned by Mr. Binney as secretary thereof. Upon receiving the deed, I gave to Mr. Binney my note of hand for the purchase money; the amount of which note was afterwards deducted from my bill of work done in painting the said meeting house; the whole amount of my bill for painting said building having been a little more than seven hundred dollars.

Question. By whom were you employed to do the painting of said meeting house?

Answer. By Mr. Binney, who paid me in cash the balance of my bill.

Question. Was it previously stipulated between Mr. Binney and yourself, that in case you were employed to do the painting upon the meeting house, you should take a pew therein in part pay of the work?

Answer. My agreement to do the work was made with a committee of the corporation; and that was a previous agreement between us, that I should take a pew in part payment for my work.

Question. Do you know any other matter or thing whatsoever tending to shew any act of fraud or mismanagement on the part of Mr. Binney, in the course of his transactions as Navy Agent? If yea, be pleased to state the same as fully as though particularly interrogated thereunto.

Answer. I have no knowledge whatever of any matter or thing of the kind alluded to.

HENRY TOLMAN.

No. 48.

{ Exchange Coffee House, Boston,
 { Tuesday, April 2, 1822.

Gerry Fairbanks, a witness formerly called and examined on the part of the United States, is now called again for the purpose of giving additional explanations, in relation to the subject matter of the present inquiry.

Question. HAVE you, since the time of your former examination, had an opportunity to examine your books, in relation to certain glazed seamen's hats, which you purchased of Mr. Silsby; and what is the result of such examination?

Answer. I have examined my books, and am now prepared to state the following additional circumstances relative to the hats, which I did not previously recollect, when formerly under examination:—I find that on the 14th May, in the year 1813, I purchased of Mr. Enoch Silsby two cases of glazed hats, being in number fifty hats, for which I was to pay him three dollars each, and two dollars twenty-five cents for the two boxes containing them, as per the bill of Mr. Silsby, which is here annexed to my present deposition. At about the same time I bought of another person another lot of similar hats, though of rather inferior quality, for which I paid about two dollars each. I also find, that on the 28th of May, 1813, I sold the hats in question, being ninety-five in number, to Mr. Thomas J. Chew, then a purser in the navy, at the price of three dollars twenty-five cents each, as appears by a copy of my original entry, which is also annexed to this present deposition. The purchase money, part thereof, was, as I think, paid by Mr. Chew by an order on Mr. Binney: the balance of the account of the hats was, I think, paid by Mr. Chew, who called at my store for the purpose, as I think.

Question. Do you know any matter or thing whatever, in addition to what you have already stated, tending to shew any act of fraud or mismanagement, on the part of Mr. Binney in the course of any of his transactions as Navy Agent? If yea, be pleased to state the same as though particularly interrogated thereunto.

Answer. I have no knowledge whatever relative to any such fact or circumstance.

GERRY FAIRBANKS.

Boston, 14th May, 1813.

Mr. G. Fairbanks

Bought of Enoch Silsby,

2 cases glazed hats, 50 hats, at \$3,00	.	.	.	150	00
2 cases for do.	.	.	.	2	25
				<u>\$152</u>	<u>25</u>

Received payment by note at 60 days.

ENOCH SILSBY.

Copy of my original entry.

		Mr. THOMAS J. CHEW,	Dr.
[PAID.]	1813.		
	May 28.	To 95 glazed hats, 19s6.	308 75
	"	4 cases, 6s9.	4 50
			<hr/> \$313 25
		By cash received of Amos Binney, Esq.	150 00
			<hr/> \$163 25

The above is a true copy of the original entry in my books.

GERRY FAIRBANKS.

No. 50.

{ Exchange Coffee House, Boston,
April 2, 1822.

Daniel Ballard a witness, produced, sworn and examined in behalf of the United States.

Question. Where do you reside? what is your line of business? have you any partners or partner therein, and who are they?

Answer. My business is that of a ship carpenter. I have a partner, whose name is Edward Hart; and we have been engaged in business together in Boston for about twenty-six years last past.

Question. Have you, at any time and when, been the owner, in connection with your partner, Hart, of any, and if any what number of vessels, which have been kept in the employment of your firm? If yea, have such vessels been usually employed in the coasting trade; or in what other way have they or either of them been employed?

Answer. We have, from time to time, been the owners of several vessels, which have been generally employed on freight in the foreign trade, but occasionally, also, in the coasting trade.

Question. Did you at any time, and when in particular, make any and what proposals to Mr. Amos Binney to take on board of one or more of the vessels belonging to you any and what kind of property, on account of the United States, to be carried on freight from Boston to New Orleans, or what other port? If yea, be pleased to state the nature of such proposals, and whether the same were accepted or rejected by the Navy Agent.

Answer. I do not remember ever to have made to Mr. Binney any proposals of the kind referred to in the question. But I do recollect, that sometime in the year eighteen hundred and eighteen or nineteen, I called on the Navy Agent and requested him to give me a recommendation to the Deputy Quarter Master General in Boston, who had shortly before advertised for a vessel to carry troops to New Orleans. Mr. Binney accordingly gave me a letter to the said Deputy Quarter Master, which contained a satisfactory representation to him of myself and of a certain brigantine called the *Favourite*, in which I proposed to convey the troops alluded to. I handed this letter to the Deputy Quarter Master, and as I think left with him the terms upon which we were willing to transport the troops in our vessel. In a day or two afterwards, I called again on the Deputy Quarter Master, to know his determination upon the subject, when he informed me that he had already engaged another vessel; from which time we had nothing further to do with him upon this subject.

Question. Do you know what other vessel was employed by the Deputy Quarter Master General for the expedition alluded to? If yea, who were the owners of said vessel, and what were the terms upon which she was so employed, according to the best of your knowledge?

Answer. I believe that part of the troops were transported in a ship of Mr. Samuel A. Wells, and another part of them in a brig whose name I do not recollect; nor do I now recollect who were the owners of the vessel last referred to. As to the terms upon which the troops were transported in these vessels, I have no knowledge.

Question. Do you know that troops were at any time, and when, transported on account of the Government, in any and what vessel or vessels then owned, in whole or in part, by the late firm of Binney & Ludlow, or in which Mr. Binney, the Navy Agent, was in any manner interested?

Answer. I have no knowledge upon the subject referred to in the question.

Question. Did you at any time, and when in particular, make any and what proposal, other than such as you have mentioned, to Mr. Binney the Navy Agent, to transport troops, or to carry freight of any kind, on account of the Government? If yea, were your proposals rejected by Mr. Binney, and did he afterwards employ another vessel, for the same purpose, at a higher rate of freight than that proposed by yourself?

Answer. I do not remember ever to have had with Mr. Binney any other conversation whatever respecting the employment of any vessel in the public service, except as I have before stated, nor to have made to him any proposal on such a subject, in word or writing.

Question. Have you, at any time, been employed by Mr. Binney to do work on the public account? If yea, have your bills been paid by him at their face, or has he in any instance claimed, or been

allowed, any discount or deduction therefrom, for his own private benefit?

Answer. I never was employed by Mr. Binney but in two instances, namely, the collecting in the country a quantity of timber for the ship Independence, and the doing some repairs on the President frigate; and in both these instances, my bills were paid at their face according to agreement.

Question. Do you know any other matter or thing whatever tending to shew any fraud or mismanagement on the part of Mr. Binney in the course of his transactions as Navy Agent? If yea, be pleased to state the same as fully as though you were particularly interrogated thereunto.

Answer. I have certainly no knowledge of any fact or circumstance of the kind alluded to.

DANIEL BALLARD.

No. 51.

{ Exchange Coffee House, Boston,
{ Monday Morning, April 1, 1822.

Thomas Dean, a witness produced, sworn and interrogated on the part of the United States.

Question. WHAT is your line of business, where is it carried on, and have you a partner in said business, and what is his name?

Answer. I am a broker, and have been in that line of business for about twenty years in the town of Boston, in connection with Samuel Gilbert, who is and has been my sole partner. Our business is that of lottery, stock and exchange brokers.

Question. Have you at any time, and when, had large dealings in your business with Mr. Amos Binney? If yea, when was your first negotiation with him, and what is about the amount, according to the best of your judgment and belief, of all your several negotiations with him, from first to last?

Answer. Our first dealings with Mr. Binney, as Navy Agent, commenced at about the beginning of the late war, and continued from time to time during the greater part of the war; and the amount of our whole dealings with him, during the period alluded to, must, I should suppose, have been about fifty thousand dollars.

Question. What was the nature of your negotiations with Mr. Binney? Were the operations alluded to made with him directly, or through the intervention of any, and what other person or persons?

Answer. The operations alluded to were in this manner: We were in the habit of purchasing from time to time, as they were offered to us for discount by persons to whom they had been issu-

ed by Mr. Binney, his due bills, which were always signed by him as Navy Agent, and expressed to be payable to the holder, so soon as he (Binney,) should be in possession of funds from the Government. According to the best of my remembrance, the due bills alluded to, were usually in this form, to wit :

"	Dollars.	Cents.	Boston,	181
I promise to pay				or bearer,
			dollars,	cents,
from the first remittance I may receive from the				U. S. Navy
Department, for account of	"	Pay, &c. of the Navy."		

No.

Navy Agent."

The only concern we ever had directly with Mr. Binney, in relation to the negotiations here referred to, was this—that he was accustomed to call on us from time to time, when he was in funds from the Government, in order to notify us of the fact, and to take up such of his due bills as might theretofore have come into our hands.

Question. What discount or deduction was generally allowed you upon the due bills alluded to, by the persons of whom you purchased from time to time?

Answer. Sometimes the discount was lower, sometimes higher, according to circumstances and the state of the circulating medium at market. But our calculation usually was, to discount the bills at the rate of about one per cent. per month, for the use of our money.

Question. Did you usually pay for the said due bills in specie, or were they paid for by foreign bank bills; or in what manner were they paid for?

Answer. When the due bills in question were offered us for discount, it was always left to the option of the holder, whether he would take his payment therefor in specie, or in foreign bank bills; and in cases when we were apprised by Mr. Binney, that his due bills must be redeemed by payment in treasury notes, we were accustomed to receive from the holders of such due bills an allowance in the way of discount thereon, according to the price of treasury notes in the market at the time of payment—it being always our intention to secure to ourselves a profit upon all such transactions, equal to an interest of one per cent. per month for the use of our money.

Question. In what kind of currency were the due bills to which you have referred, ultimately paid by Mr. Binney; and at what length of time from their dates respectively, for the most part, were they paid by him?

Answer. During the first part of the war, the due bills alluded to were paid by Mr. Binney, in Boston money, being the same as specie; and during the latter part of the war, the payments were made to us by Mr. Binney, by treasury notes at their face. Some-

times the bills were paid to us the next day after their date, and sometimes not till six weeks after.

Question. Did Mr. Binney at any time, and when in particular, claim of you, or did you in any instance ever allow him any discount upon the face of either and which of the due bills alluded to? or did you ever, directly or indirectly, make to him any compensation whatsoever, on account of any of the transactions now referred to?

Answer. No, never, in any instance.

Question. Did Mr. Binney ever receive any share in the profits of any of the negotiations to which you have referred?

Answer. No; never.

Question. At what time did your negotiations as to the due bills of Mr. Binney, terminate, and how long is it since any due bill of Mr. Binney of the kind to which you have referred, has been offered to you for discount?

Answer. I find, on examination of our books, that our negotiations with Mr. Binney, of the kind which have been mentioned, commenced in the year 1814, and ended about the close of 1815.

Question. Do you know of any fact whatever, tending to shew any fraud or mismanagement on the part of Mr. Binney, in respect to the discharge of his duties as Navy Agent? If yea, be pleased to state the same as fully as though you were particularly interrogated thereunto.

Answer. I do not know of any thing of the kind.

GILBERT & DEAN.

No. 52.

{ Exchange Coffee House, Boston,
7th April, 1822.

John Clark, a witness produced, sworn and examined on the part of the United States.

Question. HAVE you any interest or concern as a proprietor, or otherwise, in the Methodist meeting house in Bromfield's Lane, Boston? If yea, what is the nature and extent of that interest, and when did you first become interested in that meeting house?

Answer. I am a member, a trustee and treasurer of the corporation to whom the meeting house referred to belongs, and have been so ever since the act of incorporation in the year 1809; and was a trustee of the former incorporation of that society, which was four or five years previous to the period before-mentioned; and have been, and still am a pew-holder in that meeting house, having purchased ten of the pews at the general sale thereof at public auction, which took place in October, 1816.

Question. In what manner, and by whom, and under what authority was the meeting house in question built, and how was the expense of its erection defrayed?

Answer. In the first place, the whole society (which at that time consisted of about three hundred members) were called together by public notice from the desk, in order to ascertain the sense of the society whether they would build another meeting house. At this meeting it was voted, and, as I think, unanimously, by the members, that we should proceed forthwith to build the meeting house, if a convenient site could be found for the purpose. Accordingly a Board of Trustees, consisting of fifteen persons, including the President, Treasurer, and Secretary, were chosen with powers to take all necessary measures for carrying the said vote into effect. At a meeting soon afterwards had by the said trustees, a committee, consisting of three persons from among themselves, was chosen in order to purchase a piece of land, and to superintend the building of the house. This last mentioned committee was composed of Mr. William Hall Jackson, myself and Mr. Amos Binney. We accordingly purchased a suitable piece of land and went on to build the house, after having advertised for, and received proposals from different mechanics—the proceedings of our committee having, however, been previously laid before the trustees, and by them approved.

The first cost of the land and all the expenses attending the building were, as I think, about twenty-five thousand dollars. The funds which were required for the discharge of these expenses were obtained partly by donations which were made to us by persons from different parts of the United States. The amount obtained in this way was, I think, about eight thousand dollars. And the remainder of the expenses was paid, partly from the proceeds of the pews which were sold at auction, and partly by monies, which were borrowed for the purpose by the trustees. Whenever the trustees borrowed money for the purposes before-mentioned, they always gave their notes or obligations therefor, in their capacity of trustees, and in behalf of the society, accompanied also by a mortgage on the house as collateral security for the payment. For all these loans of money and others expenses, it was considered that the whole society, and the trustees thereof, acting under its authority, were equally liable.

Question. Is Mr. Amos Binney an officer of the society, and how long has he been so, and what office does he hold therein?

Answer. He is the secretary and one of the trustees of the society, and has been annually elected to those offices ever since the incorporation.

Question. Has Mr. Binney, or has he ever had, as you know, any interest in the meeting house other than such as belongs to the members, generally, of the corporation? If yea, be pleased to state the nature and extent of his interest therein, and all the circumstances relative thereto.

Answer. Mr. Binney has not, nor has he ever had, to my knowledge, any interest in the meeting house different from that of the members in general of the society, except that, at the public vendue, which has been before mentioned, he was a purchaser of twelve pews, which pews have ever since been owned, and yet are owned by Mr. Binney. My knowledge of this last mentioned fact arises from the circumstance of my being treasurer of the corporation; so that no legal transfer of a pew can be made without my knowledge, or without my signing the deed. The pews owned by Mr. Binney are leased by him to persons who attend that church.

Question. Do you consider the property which you own in the Methodist meeting house as being a good kind of estate, or is it otherwise? At what rate are the pews therein usually leased by the proprietors?

Answer. I consider the pews which I now own in the meeting house (being ten in number) as being as good property as money at 6 per cent. interest. Some of the pews, I know, have yielded a rent of from twelve to fifteen per cent. per annum upon the purchase money; and for those which I have leased, I have always received at the rate of six per cent. upon the amount of which they were appraised when I purchased them.

Question. Do you know any matter or any thing tending to shew any act of fraud or mismanagement on the part of Mr. Binney in the course of any of his transactions as Navy Agent? If yea, be pleased to state the same as fully as though particularly interrogated thereunto.

Answer. I know of nothing whatever of the kind referred to in the question.

JOHN CLARK.

No. 53.

{ Exchange Coffee House,
 { Monday April 8, 1822.

Josiah Siders, of Hingham, in the county of Plymouth, a witness produced, sworn and examined on the part of the United States, is interrogated and answers as follows:

Question. WHAT is your line of business, and where have you formerly, or do now, carry on that business?

Answer. My business is that of a saddler and trunk maker, and other such work on leather materials. I was formerly engaged in that business in Boston; but my residence is now in the town of Hingham, county of Plymouth, where I carry on my business at present.

Question. Have you at any time, and when, supplied Mr. Binney, the Navy Agent, with any and what articles in your line? If yea, what is the probable amount of all the money which you have received from him for such supplies, from first to last?

Answer. From the year 1812 to that of 1819, during which time I resided and carried on my business in Boston, I supplied Mr. Binney, on account of the Government, with various articles in my line, such as cartridge boxes, pistol boxes, tube boxes, knapsacks, stocks, fatigue caps, and such like commodities; and I should suppose all my supplies of this kind, from first to last, must have amounted to from four to six thousand dollars.

Question. Were the bills of supplies, which you presented from time to time, paid by Mr. Binney at their face, or did he in any, and in what instance, claim and receive a deduction therefrom for his own private benefit?

Answer. All the bills of supplies, which I ever presented to Mr. Binney for payment, were paid by him at their face, honourably and fairly, and he never intimated to me on any occasion a wish that I would allow him any deduction therefrom for his own benefit, nor was any such deduction ever allowed him by me.

Question. Did you at any time, and when in particular, give a bill and a receipt to Mr. Binney for any, and if any what articles, which were never sold to him by yourself? If yea, be pleased to state the same fully, together with all the circumstances connected therewith.

Answer. Sometime, as I think, in the year 1816, I called on Mr. Binney at his store in Boston, to get the balance of a bill of work which he owed me. Before he paid me this balance, he took out of his drawer a bill of some fire buckets, amounting to between twenty and twenty-five dollars, which he requested me to sign. Upon looking at the bill, I told Mr. Binney that the bill was not mine, as I had never supplied him with any buckets of the kind therein mentioned. Whereupon he remarked to me, Well, you can put your name to it, can't you? and then I did put my name to the bill, supposing he wanted it as a voucher.

Question. Do you remember the price at which the buckets were charged in the bill alluded to? If yea, was it higher or lower than that at which you would yourself have been willing to have made and furnished the buckets?

Answer. The price stated in the bill alluded to was three dollars and fifty cents per pair, which was one dollar less than I had offered Mr. Binney to make them for, and one dollar less than I should then have been willing to make the buckets for.

Question. Do you know any matter or thing, other than as you have now stated, tending to shew any fraudulent act or mismanagement on the part of Mr. Binney in relation to any of his concerns as Navy Agent? If yea, be pleased to state the same as fully as though particularly interrogated thereunto.

Answer. I know of none whatever.

JOSIAH SIDERS.

Boston, April 16, 1822.

SINCE I was examined before Captain Porter and George Blake, Esq. sometime since, I have examined my books and papers, and Mr. Amos Binney's explanations, and am enabled to state with more precision now than at that time, and would respectfully make the following statement:—I made Mr. Binney, in his capacity of Navy Agent, on the 13th of April, one thousand eight hundred and fifteen, a bill of forty tons of Russia hemp, and gave him my receipt to work the same into cordage for Government, as per receipt annexed. I did not own but twenty tons of the hemp included in that bill. I made the bill of forty tons at the request of Mr. Binney, and included, with the twenty tons I owned myself, twenty tons Mr. Binney purchased of Ray & Gray on the third day of April, one thousand eight hundred and fifteen, making the forty tons named in my bill of the thirteenth of April. Mr. Binney told me at the time he had purchased the twenty tons of Ray & Gray, (or Samuel Gray) at three hundred dollars per ton, and that he would take twenty tons of me at three hundred fifty dollars per ton, and requested me to sign one bill of the whole, which I did, and he gave me his check on the bank for five hundred dollars at the time I signed the bill. I asked him what it meant. He told me as I have before stated to the interrogatories put me sometime since by the Government. I now give a copy of my account with Mr. Binney, and signed by him, shewing where he credits me with the forty tons of hemp, and charges under the same date twenty tons "*in part of the forty tons.*" This twenty tons, in part of the forty tons, was the same hemp he purchased of Ray & Gray. I likewise annex you a copy of Ray & Gray's bill to Mr. Binney, dated April 3d one thousand eight hundred and fifteen, for the twenty tons of hemp at three hundred dollars per ton, payable in treasury notes, which was the same hemp included in my bill of forty tons credited by Mr. Binney in his account settled with me on the 16th of June one thousand eight hundred and fifteen. I purchased no hemp of Mr. Binney, nor did I employ Mr. Binney to purchase any for me, at or near this time; but on the contrary had hemp to sell, as by my sales to him of twenty tons will appear. I was not at that time, nor near that time, in want of any, having a large quantity of hemp, yarns and cordage on hand, and considered it an article falling fast in the market; and am confident at the time Mr. Binney gave me three hundred and fifty dollars per ton, that he gave me the highest market price. Mr. Binney says in his explanations, "the receipts of both are dated 14th and 16th June, 1815, although the bargains for both parcels were made, as will be seen by the correspondence, on the 23d March; but owing to the delay in transporting from Salem, the bills are made out and receipts dated at the time they were paid,

and interest was allowed to the sellers from the date of sale, viz. 23d March."—In answer to the above I can say, that my bill of hemp was dated on the 13th of April, one thousand eight hundred and fifteen, and the amount of the bill credited me in account on the 16th of June, and at the same time I was charged by Mr. Binney with the twenty tons purchased of Ray & Gray, on the 3d of April. As to the interest he speaks of being allowed from the 23d of March to the 16th of June, his account attached will shew whether he has paid it to me or not. If Mr. Binney had credited me with the real quantity (twenty tons) I sold him, and not have charged me with the hemp purchased of Ray & Gray, the balance of his account would have been exactly the same as it now is. He took my receipt for the whole forty tons to work into cordage for the Government on the 13th of April, ten days after the purchase of Ray & Gray's hemp, as will be seen by a copy of their bill. Mr. Binney states he "paid Mr. Howe for his forty tons of hemp \$14,000, by giving up to him his own due bill or note payable to me for \$12,076 and the residue of the sum (\$1,923 : 42) was placed to his credit in account with him."—His account annexed will shew the incorrectness of this statement. This sum of \$1,923 : 42 cannot be found in this account, and the account will clearly shew, that the due bill for \$12,076 was given up in part payment of my bills of cordage supplied the Independence 74 and Congress frigate. The balance of this account due me, of \$9,069 : 11, was created by twenty tons hemp I actually sold Mr. Binney, with the balance due me on the Independence and Congress bills. Mr. Binney says, "Subsequent to the 23d of March, and before the 8th of June, Mr. Howe reported to me that he had examined his stock of hemp on hand, and was apprehensive that he should be deficient in the quantity which was required to fulfil his engagements with the Department, and with individuals, to supply his contracts for merchantmen now again briskly fitting for sea. Mr. Howe proposed to me to purchase for him twenty tons of hemp to make up the apprehended deficiency. I agreed to furnish him the said twenty tons at the same price as he had been paid for it by the Government (viz. \$350 per ton) and myself take the risk of its being higher or lower. Mr. Howe readily and cheerfully entered into the agreement. *On or before [the 3d of April he should have said] the 8th of June, Ray & Gray offered me a lot of 20 tons at \$300 per ton, cash. I accepted their offer, paid them the cash, and turned it in to Mr. Howe, and charged it to him in my account with him.*"—A reference to Mr. Binney's account will clearly shew the hemp thus spoken of is the same hemp purchased of Ray & Gray on the 3d of April, as he says he charged it to me in my account. I cannot and believe he cannot find any other hemp charged to me. I am confident I had no conversation with Mr. Binney relative to the purchase of hemp to fulfil my engagements with the Government and individuals; as at that time I had, as appears by my books, a very large stock on hand, and the article rapidly falling. Mr. Binney seems disposed to make

it appear that I sold him forty tons of hemp on the 23d of March, and that he purchased the twenty tons on the 8th of June, or why should he say he gave me "\$500 in consideration of the difference in the price of hemp at the date of my agreement with him, and the time of the purchase from Ray & Gray, when the price had materially fallen." Now it is clearly proved, that he purchased Mr. Crowninshield's hemp on the 23d of March, and Ray & Gray's on the 3d of April, (about ten days after) and on the 13th of April he took my bill and receipt to work the forty tons (including Ray & Gray's.) How much hemp had really fallen in value from the 23d of March to the 3d of April I cannot positively state, but am certain his statement, as respects the five hundred dollars being paid in consideration of the difference in price, is wholly incorrect.

After seven years had elapsed, I was unexpectedly called upon to appear before Messrs. Blake & Porter. It could not have been expected that I could give testimony, without any reference to my papers, as correct as I should have done, had I had time to reflect upon the subject and examine my books and papers. My testimony, as it regards the price of the hemp purchased of Mr. Crowninshield and Ray & Gray, whether it had been two hundred and three hundred, or three hundred and three hundred and fifty, does not in any way affect the transactions on the part of Mr. Binney, as my testimony only went to prove that he purchased of Ray & Gray twenty tons of hemp at one price and charged the Government fifty dollars on the ton more than he paid Ray & Gray. This I believe is satisfactorily proved by his own account, Ray & Gray's bill, and my bill of the 13th of April one thousand eight hundred and fifteen. Mr. Binney says, "the conversation relative to the late Secretary of the Navy is the creature of his own imagination, either much disordered, or he must be callous to every feeling of gratitude and the sacred dictates of truth." How far he has regarded the sacred dictates of truth will be seen by a comparison of his accounts annexed with his explanations. Such observations must pass for their value. I can only say, that I believe I have amply paid Mr. Binney for all services he has rendered me. If he thinks I have not, let him call on me for the balance, and I will readily pay him and acknowledge with gratitude all favours I am under to him.

JOSEPH N. HOWE.

COMMONWEALTH OF MASSACHUSETTS.

Boston, April 16, 1822.

THEN personally appeared the within named Joseph N. Howe, and made solemn oath that the within statement, by him subscribed, which is supplementary to the affidavits by him given before Captain David Porter and George Blake, Esq. in February last, relative to the subject therein referred

to, is in every respect true and correct, according to the best of his recollection and belief; and furthermore, that the annexed account of Amos Binney, bearing date June 16, 1815, is a true copy of an original account of said Binney, now in his (said Howe's) possession; and furthermore that the annexed paper, purporting to be a bill or minute of a sale of twenty tons of hemp from Messrs. Ray & Gray, and bearing date April 3, 1815, is a correct transcript of an entry which the deponent has recently seen in what he supposed to be the original sales book of said Ray & Gray.

JOSEPH N. HOWE.

Subscribed and sworn to this 16th day of April, 1822,

Before me,

GEORGE BLAKE,

*Justice of the Peace throughout the
Commonwealth of Massachusetts.*

BOSTON, *April 13, 1815.* Received of Amos Binney, Esq. Navy Agent at Boston, forty tons clean Russia hemp, which I promise to manufacture into cables and cordage for account of the United States Navy Department, and deliver the like quantity to the order of the said Amos Binney on demand, in such sizes as he may require from time to time, (having reasonable notice) and for the manufacture of which I am to be paid per agreement. The quality of the cordage to be approved by the officers of the navy.

JOSEPH N. HOWE.

The United States Navy Department

To Joseph N. Howe, . . . DR.

1815.

April 13. To 40 tons clean Russia Hemp, for Navy	}	\$14,000 00
Cordage, at \$350 per ton, . . .		

BOSTON, *June 16, 1815.* Received of Amos Binney, Esq. United States Navy Agent at Boston, fourteen thousand dollars, in full of the above bill, and have signed duplicate receipts.

JOSEPH N. HOWE.

Sold Amos Binney, April 3, 1815,

20 tons hemp, at \$300 per ton,	\$6,000 00
---	------------

Cash in Treasury Notes.

A copy from Ray & Gray's books.

Dr. *Joseph N. Howe, in account current with Amos Binney.* Cr.

1815, June 16.		1815, June 16.	
☞ To 20 tons Hemp, in part of 40 tons charged U. S. Na- vy Department, bill this day,	7,000 00	☞ By 40 tons Hemp,	14,000 00
To cash, per your receipt, March 7, 1815,	12,076 68	By bill of Cordage for Inde- pendence, this day,	20,295 49
To Treasury Notes, dated 11th February, per receipt 15th April,	6,000 00	By bill of Cordage for Con- gress, this day,	1,251 00
To Treasury Notes, per re- ceipt 25th April,	52 00		
To Interest Account from 21st September, 1814, to 16th June, 1815,	1,348 70		
To Treasury Notes, this day,	9,069 11		
	<u>835,546 49</u>		<u>835,546 49</u>

Boston, June 16, 1815. Errors excepted.

AMOS BINNEY.

No. 55.

IN the books of the late firm of Ray & Gray, under date of June 8, 1815, is entered as follows :

*Sales No. 11. Received of Amos Binney Treasury Notes for
20 tons Hemp, sold April 3,*
Cash, \$6,000 00

I hereby certify, that the above is a true copy of the original entry of Ray & Gray.

JAMES SARGENT, Jr.

COMMONWEALTH OF MASSACHUSETTS.

Boston, April 16, 1822.

THEN personally appeared the above named James Sargent, Jr. and made solemn oath that the certificate above, by him subscribed, and the matters therein stated, are just and true,

Before me,

GEORGE BLAKE,

*Justice of the Peace throughout the
Commonwealth of Massachusetts.*

No. 56.

{ Exchange Coffee House, Boston,
April 19, 1822.

*Samuel C. Gray, a witness produced, sworn and interrogated on
the part of the United States, answers as follows :*

Question. WERE you acquainted with the late Mr. Samuel Gray of Boston? Was he your father? When did he die, and where?

Answer. The late Mr. Samuel Gray of Boston was my father. He died at Medford in January, 1816.

Question. Do you know that your father in his life time did, sometime in the year 1815, and at what time in particular, sell to Mr. Amos Binney any, and if any what quantity of Russia hemp? If yea, what was the price which Mr. Binney contracted to pay for the same; when was the bill therefor made out; and when was the same paid?

Answer. It appears from what my father told me shortly after the time, and also from the minutes which I now find in the books of myself and my late partner, Mr. Ray, that there was sold to Mr. Binney by my father, the quantity of twenty tons of hemp, at the price of three hundred dollars per ton, amounting altogether to the sum of six thousand dollars, payable in treasury notes at par. This sale I judge to have been made by my father on the 3d of April, 1815, the said hemp being then in the possession of myself and my said partner, Ray, to be sold on account of my father.

The circumstances which led me to suppose that the contract between my father and Mr. Binney for the sale of said hemp was made on the said third day of April, are the following entries, which I now find in the books of Ray and Gray, and of which entries exact copies, subscribed by myself, are annexed to this my affidavit.

Question. Was the hemp, to which you have referred, delivered from your store to Mr. Binney, or to whom was it delivered, and when?

Answer. The hemp was delivered from a store in Cambridgeport, by a clerk in our counting house, to Mr. Joseph N. Howe; but at what time, precisely, the said delivery took place I know not. It appears, however, that our bill of the hemp was made out to Mr. Binney and by him paid on the eighth of June, 1815. It was my impression, that the hemp was received by Mr. Howe for the purpose of manufacturing the same for the use of the Government; but I do not recollect how I came by that impression, nor do I remember to have had any conversation with Mr. Binney upon the subject.

Question. Have you carefully examined the books and all the original entries in the sales book of the late firm of Ray and Gray, of which you were formerly a member? If yea, have you found therein any other minute or entries, relative to the twenty tons of hemp in question, except those contained in the memorandum subscribed by your name, and annexed to the present affidavit?

Answer. I have this day critically examined all the books and entries referred to in the question; and have been unable to find any other minute or entry, relative to the hemp in question, excepting those contained in my memorandum hereto annexed.

Question. Were you, in the year 1815, a large dealer in the article of Russia hemp, and well acquainted with the prices thereof from time to time? If yea, be pleased to say if the price of that article was higher on the twenty-third day of March, 1815, than it was on the eighth of June of that year, and what, if any, was the decline in the price between these two periods?

Answer. I was a dealer in the article of hemp at the period alluded to, and well acquainted with the market price thereof. According to the best of my belief, in which I am also confirmed by reference to the prices current at that time, the price of hemp was considerably higher in March, 1815, than in the month of June of that year. From the first named period to that last named, I should

think, the decline in price must have been from twenty to thirty dollars per ton, and that it still continued to fall.

Question. Do you know of any matter or thing, other than what you have already stated, tending to shew that Mr. Binney has done any thing, in his capacity of Navy Agent, whereby the Government has been wronged or defrauded? If yea, be pleased to declare the same as fully as though particularly interrogated thereunto.

Answer. I know nothing of the kind.

Question by Mr. Binney. Is it or is it not customary with merchants, when a sale is made of any article, to make an entry thereof at the time of such sale in a regular day book?

Answer. It is customary so to do; but the reason of the sale of the twenty tons of hemp in question to Mr. Binney not having been entered in our books at the time of said sale was, that the sale appears to have been made by my father, from whom we received our only information as to the time when said sale is supposed to have been effected. The hemp was consigned to us for sale by my father; and the sales thereof were ~~passed~~ through our books in the same manner as though the article had been sold by ourselves on account of my father.

SAMUEL C. GRAY.

Extract from Waste Book of Ray and Gray.

1815. June 8.

Sales No. 11. Received of Amos Binney treasury notes for 20 tons Hemp, sold April 3. Cash \$6000.

Extract from Journal same date.

Cash to Sales No. 11. Dr.

Received of A. Binney for 20 tons Hemp sold April 3, \$6000

Extract from Waste Book same day.

Samuel Gray to cash Dr.

Paid him for Hemp sold A. Binney, treasury notes, \$6000

Extract from Sales Book same day.

1815.

June 8. Treasury notes (cash) 20. 0. 0. 0. at \$300 \$6000

SAMUEL C. GRAY.

No. 57.

I WILLIAM PARMENTER of Boston, of lawful age to testify, do upon oath declare, that I have been employed as clerk in the Navy Agent's office during a large part of the year 1814 and the spring of 1815, and from the first of January, 1821, to the present time, being the twenty-second day of April, 1822; that sometime about the tenth day of February in the year of our Lord one thousand eight hundred and twenty-one, George Blake, Esq. Capt. Isaac Hull, and Amos Binney, Esq. (which three gentlemen were Commissioners under the authority of the Secretary of the Navy for the purpose of ascertaining the amount of certain sums of money alleged to have been fraudulently taken from the United States by Benjamin H. Fosdick, now named Benjamin Hichborn) employed Mr. John A. Bates and myself to examine and compare certain muster books kept by Mr. William Keating at the United States Navy Yard with pay rolls returned by said Fosdick to the Navy Agent. We proceeded to examine the same, and completed them on or before the twenty-first day of May, 1821, at which time we reported the amount of fraud discovered to the Commissioners, fifty-two thousand five hundred and two dollars and sixty three cents, which amount I solemnly and sincerely believe to be accurate and true. We proceeded with diligence and attention in performing said duty, being employed, however, only afternoons and evenings, sometimes until late at night, the ordinary duties in the respective offices in which we were employed requiring our attention generally in the forenoon. During the time of this examination, the Commissioners were solicitous to have it finished. The manner in which the fraud was practised by Fosdick was, necessarily, frequently a subject of conversation between Mr. Bates and myself. In several instances, the true time for which some of the men worked in a class of mechanics was correctly placed on one roll of a set of rolls, and the fraud was practised by placing the extra time on other rolls of the same set.

The manner in which the rolls were kept at that time was different from the present. The work for each object was then on a different sheet; so that what would constitute, in this case, from three to ten rolls, in proportion to the number of objects on which the men were employed, would now, put together, comprise what is put on one sheet and called a roll. We frequently shewed the manner of the examination and amount of fraud detected to the Commissioners, and I do myself feel confident of the correctness of the statement, as in every view we were exact and scrupulous in the estimate of the several amounts of fraud discovered. Mr. Fosdick was very correct in his calculations, according to the entries as he made them on the rolls—I do not recollect but one or two instances of miscalculation or informality in the whole of his extensive payments.

Question by the Commissioners. In the course of your examination of the pay rolls of Mr. Fosdick, in comparison with the check book of Mr. Keating, did you meet with any and if any what number of said pay rolls in any particular branch of business in the Navy Yard, which were found to correspond with the check book of said Keating? If yea, be pleased to state the same according to the best of your knowledge and belief?

Answer. It is my impression, there were many instances of the kind in a particular branch of business, as it relates to one of a set of rolls before explained, but it would be impossible to define the kinds or fix the number, unless I went through the examination again, as the object being to detect fraud, where the sums were found right we took no note of them.

Question. Was the investigation, to which you have alluded, an easy one, or was it laborious? How many items of account do you suppose were inspected, during the continuation of said examination; and for how long a time were you and your colleague employed therein?

Answer. I considered it one of very great labour. In the first place, the record of the check book was divided into fourth parts of days to each man. This was first reckoned, and the amount stated; then the man's name was searched for, and the different times he worked on different objects were added; then the sum of the difference was put down with the price on a sheet. The number of items, I should think, was not less than forty thousand, which had to pass our examination. We were employed, as I before stated, on the examination and comparison of the books something over three months.

Question by Mr. Abbot. What sum of money was eventually paid to the Commissioners by Mr. Hichborn for the use of the United States, in satisfaction of their claims upon him; and what amount of property of said Hichborn was attached as security for said demands?

Answer. The sum of fifty-five thousand dollars was paid to said Commissioners in satisfaction of the debt due from Hichborn to the United States; which amount was afterwards transferred to Mr. Binney, the Navy Agent, and by him credited to the Navy Department. I know not what amount of Mr. Hichborn's property was attached on account of this debt.

Question by Mr. Abbot. Was the sum of fifty-five thousand dollars the whole amount of the money received from Hichborn on the occasion alluded to? or was any other, and what sum received from him, and in what manner and for what purpose was the said surplus appropriated?

Answer. In the obligation which Mr. Hichborn gave to Capt. Hull, at the time of his (said Hichborn's) arrest in the city of New York, the condition was, that Hichborn should be holden to pay, not only the amount which might be found due from him to the United States, by said Hull; but that in addition thereto, he (Hichborn)

should also be holden to pay all the charges and expenses which might attend the different processes that should have been found necessary for the recovery of the debt. Accordingly I understood that Mr. Hichborn did allow and pay to the said Hull and Mr. Binney, in addition to the fifty-five thousand dollars found due to the United States, the sum of three thousand dollars, on the final settlement, on account of the said charges and expenses. As to the manner in which the said three thousand dollars were appropriated, the sum of three hundred dollars thereof was allowed for my services; three hundred dollars for the services of Mr. Bates; the sum of three hundred dollars to Mr. Keating; to the District Attorney, for his services as a Commissioner, was allowed by Mr. Hichborn the sum of three hundred dollars, (out of which were paid the costs and expenses of the suit commenced against the said Hichborn, and sundry trustees in Boston, the amount of which I do not know;) one hundred dollars were paid to Mr. Elihu Bates for his services as a scrivener at the examination. One hundred dollars were, I believe, allowed to Mr. Binney for his services. And as to the residue, it was, as I suppose, appropriated to defraying the expenses of Capt. Hull in employing council and for other purposes, while he was engaged in the pursuit of Hichborn at New York and elsewhere.

WILLIAM PARMENTER.

COMMONWEALTH OF MASSACHUSETTS.

SUFFOLK, ss. Boston, April 22, 1822.—THEN personally appeared the above named William Parmenter, and made solemn oath to the truth, according to the best of his knowledge and belief, of the deposition by him above subscribed, in presence of

GEORGE BLAKE, *Justice Peace per Tot. Rep.*

No. 58.

{ Exchange Coffee House,
 { Tuesday, April 23, 1822.

Luther Ellis, a witness produced, sworn and interrogated on the part of the United States.

Question. WHAT is your line of business; how long have you been engaged therein, and where?

Answer. I am a hard-ware merchant, and have been engaged in the town of Boston, in that line of business, for about twenty-three years last past.

Question. Do you know what was the price of cut nails by the quantity in the Boston market, from the month of July to October,

1819, inclusive? If yea, be pleased to state the same, according to the best of your knowledge and belief.

Answer. During the period alluded to, four-penny nails were about nine cents per pound; all the larger cut nails, about eight cents per pound; which I consider to have been the average price of the article, during the time referred to.

Question. Did you at any time, and when, furnish Mr. Amos Binney, the Navy Agent, with any, and if any what quantity of nails, or other articles for the use of the Government, and at what prices respectively?

Answer. I do not remember ever to have sold to Mr. Binney, for the public use, any nails; but have occasionally supplied him with other articles, (not however to any considerable amount,) of which I do not now remember the particulars.

Question. Do you know of any instance wherein Mr. Binney has defrauded the United States, in the course of any of his dealings as Navy Agent? If yea, be pleased to state the same as fully as though particularly interrogated thereunto.

Answer. I never discovered in Mr. Binney, either in his public or private transactions, any thing but what appeared to be perfectly fair, correct and honourable; and it always appeared to me that he was as vigilant and careful in all his public purchases as any person with whom I have ever dealt.

LUTHER ELLIS.

No. 59.

{ Exchange Coffee House,
{ Boston, April 23, 1822.

Joseph Goddard, a witness produced, sworn and interrogated on the part of the United States.

Question. WHAT is your line of business; how long have you been concerned therein, and where?

Answer. I am a hard-ware merchant, and have been concerned in that line, in the town of Boston, for about ten years last past.

Question. What was the common market price, in the town of Boston, of twenty-penny clasp nails, during the first quarter of the year 1819?

Answer. The price was, as I find by my books, two dollars and a quarter per thousand, during the period alluded to.

Question. What was the market price of twenty-penny English rose and clasp nails, and of six-penny, eight-penny and ten-penny nails of the same kind during the second quarter of the same year, 1819, that is, from April to July of that year?

Answer. The prices were as follows, viz. for twenty-penny nails, two dollars twenty-five cents per thousand—ten-penny nails, one dollar fifty-five cents per thousand—six-penny nails, one dollar twenty-five cents per thousand—eight-penny nails, one dollar thirty-three cents per thousand.

Question. What was the price in Boston of wrought nails, assorted, during the third quarter of the same year, 1819.

Answer. Supposing the assortment of nails to be from six-penny to twenty-penny nails, in equal proportions, or number of casks, then the fair market price, from the month of July to October of the year 1819, would have been fourteen and a half cents per pound. But if the average was taken from an equal number of thousands of each sort of nails, the price would have been, for the time last alluded to, twelve and a half cents per pound.

JOSEPH GODDARD.

No. 60.

{ Exchange Coffee House, Boston,
April 23, 1822.

James W. Burditt, a witness produced, sworn and interrogated on the part of the United States.

Question. WHAT is your line of business, how long have you been engaged therein, and where?

Answer. My business is that of a bookseller and stationer, and I have carried on the same, in the town of Boston, about twenty-five years.

Question. Do you know what was the common market price, in Boston, of imperial drafting paper and of antiquarian drafting paper, from January to April inclusive, in the year 1820? If yea, be pleased to state the same, according to the best of your knowledge and belief.

Answer. The price of imperial drafting paper, during the period alluded to, was seventeen cents per sheet, and the price of the antiquarian paper was one dollar and fifty cents per sheet; the foregoing having been, as I have seen by my books, my retail prices.

Question. Do you know of any matter or thing tending to shew any fraud or mismanagement on the part of Mr. Binney, in his transactions as Navy Agent? If yea, be pleased to state the same as fully as though particularly interrogated thereunto.

Answer. I know of nothing of the kind alluded to in the question. Mr. Binney always paid me honourably and fairly for whatever I sold him for the use of the Government; excepting that I was, sometimes during the war, obliged to take of him treasury notes when I should have preferred receiving the money.

JAMES W. BURDITT.

No. 61.

{ Boston, Exchange Coffee House,
April 26, 1822.

Charles Ware, a witness produced, sworn and interrogated on the part of the United States.

Question. WHERE do you reside? What is your line of business; and how long and where have you been engaged in that line?

Answer. My residence is in Charlestown, in the county of Middlesex, where I have resided ever since the year 1816, being employed as Master Sail-maker in the Navy Yard.

Question. Do you know that at any time, and when in particular, any and, if any, what quantity of duck was purchased by Mr. Binney, the Navy Agent, of the house of John Binney and Robert C. Ludlow of the late firm of Binney & Ludlow? If yea, was the bill of said duck charged at any price, and how much, above the market price of the article? Be pleased to state the circumstances of the transaction here alluded to fully and particularly, according to the best of your knowledge and belief.

Answer. Sometime, as I think, in the year 1816, there was some duck, I believe about 15 or 20 bolts, sent over to the Navy Yard for the use of the Government by Messrs. Binney & Ludlow. The duck was of a peculiar kind, being the English patent duck. Before any use was made of the article, the bill of the same was sent over to Captain Hull, who called me down to him and said he thought the price was too high; and accordingly sent back the duck to Messrs. Binney & Ludlow. Afterwards, however, I made inquiry of one sail-maker in Boston, and found that the price charged by Messrs. Binney & Ludlow was the then customary price of duck of the description above mentioned; and accordingly, Captain Hull sent for the duck back again, and it was taken for the public use.

Question. Did you, and when, afterwards, purchase any and what quantity of duck from any person, and of whom, for the use of the Navy Yard? If yea, what was the quality of said last mentioned duck, and was the price thereof higher or lower than that charged by Messrs. Binney & Ludlow for the duck first referred to?

Answer. Sometime, as I think, in the latter part of the year 1817, there was purchased for the use of the Navy Yard, three or four hundred bolts of Russia and ravens duck, the principal part of which was had of Mr. William Gray, and the residue from a store on India Wharf, but which store in particular I do not remember. This duck was of the first and second quality. I was requested by Captain Hull, with some person whom I might employ to assist me, to select the duck; and accordingly I took a sail-maker from Charlestown and made the selection. The duck purchased on this occasion was, I should think, from three to four dollars per bolt low-

er than that purchased theretofore of Messrs. Binney & Ludlow ; but it is to be observed, that the duck last purchased was of a different quality from that purchased of Binney & Ludlow. The Russia duck differed also from the English patent duck in this respect, that the former was about six inches wider than the latter. The first quality of Russia duck is better than the English patent.

Question. Were you ever sent by Captain Hull to ascertain, from the prices at different stores in Boston, whether any duck furnished by Binney & Ludlow was overcharged or not? If yea, did you find that there had been an overcharge made by Binney & Ludlow, and, if any, how much was the amount of such overcharge?

Answer. I was never sent by Captain Hull to inquire the prices of duck, in order to ascertain whether the prices charged by Binney & Ludlow were too high or not; nor was I ever sent by Captain Hull on any such business, except, as before stated, in 1817.

Question. Do you know of any matter or thing, other than you have before stated, tending to shew any fraud or mismanagement on the part of Mr. Binney, as Navy Agent? If yea, be pleased to state the same as fully as though you were particularly interrogated thereunto.

Answer. I do not.

C. WARE.

No. 62.

{ Exchange Coffee House,
{ Boston, April 26, 1822.

Ezra Hyde, a witness produced again, sworn and interrogated in behalf of the United States.

Question. WILL you please state the times and manner in which you were paid by the Navy Agent, Mr. Binney, for the work done for the Independence, alluded to in your deposition of the 18th of February last, with all the circumstances connected therewith?

Answer. In August, 1814, received fifteen hundred dollars, cash; September, 1814, one thousand dollars, cash; November 4, 1814, one thousand dollars in exchequer bills; March, 1815, received in exchequer bills fifty-one hundred and sixty dollars at par. By contract this money was due me in June, 1814; I was put off from time to time by the agent, as he said, for want of funds. When he made the two first payments, he told me he had received money from the Government, but not enough for all, and must pay a part to each, and would pay when he was in funds. These facts were brought to my recollection from a reference to my books since my examination on the 18th February last.

EZRA HYDE.

No 63.

HAVING been furnished with a copy of Mr. Amos Binney's explanations upon my deposition No. 3, in regard to the sum of \$1467 he deducted from my bills of cordage delivered the Government in the years 1812, 13 and 14, I think proper to make the following statement :

On or about the time Mr. Binney received his appointment to the office of Navy Agent, he requested me to become bondsman to the Government for his faithful performance of the duties of his office, &c. which I agreed to, and signed a bond to the amount, I think, of 20,000 dollars. After this we agreed to endorse mutually for each other, and continued so to do for many years. I signed the bond of 20,000 dollars, I think, in February or March, 1812, and by a reference to his list of endorsements marked GG. it will be seen he did not endorse for me but two notes in the whole of the year 1812, one for the sum of 2000 dollars at 30 days, the other for \$3037:51 at 30 days, both of which I paid at maturity: Therefore the obligation for responsibilities, this year, was much in my favour. On a critical examination of this statement of endorsements, it will be seen that Mr. Binney was not at any time on my paper for a much larger amount than I was on his, taking into view the bond and my endorsements on his notes. I am unable to furnish a correct list of endorsements on notes for Mr. Binney, during these years. I never did refuse to endorse any note Mr. Binney presented to me, nor did he refuse to endorse mine, having a perfect understanding that we were to endorse for each other. Nothing of the nature of a compensation for endorsing my paper was mentioned by Mr. Binney at the time he took from me the 1467 dollars; and I now declare the statement No. 3, which I made to the Commissioners respecting the transaction, to be strictly true.

As to Mr. Binney's endorsements after the year 1816, I feel under no obligations, as it made no difference whether he signed the notes or endorsed them, being a copartner in the business. At this time it was understood I was to sign the notes, and he was to endorse them; and I gave a collateral security upon my house and walk. It is true the copartnership was not generally known at the date of my failure, which gave him the advantage, I believe, of purchasing up a part of the notes then out, which he was responsible for as a copartner, at less than their face. A part of these notes were paid by disposing of a contract I had with the Government to furnish a certain quantity of cordage for two frigates. This contract was sold to Messrs. Winslow Lewis & Co. by Mr. Binney. I can only add, as regards my other testimony, that what I then stated, I believe strictly true.

Mr. Binney's reflections upon my character, in the whole of his explanations, can have no influence upon a just Government, and

I am sure are freely overlooked by me ; and in making these statements, when called upon by the authority of the Government, I have been actuated by no malice to him.

JOSEPH N. HOWE.

COMMONWEALTH OF MASSACHUSETTS.

SUFFOLK, ss.—*Boston, May 4, 1822.* Then personally appeared the above-named Joseph N. Howe, and made solemn oath to the truth of the declaration above, by him subscribed,

Before me,

GEORGE BLAKE,

Justice of the Peace per Tot. Rep.

On the 4th of May, Mr. Binney sent to the Commissioners the following letter of explanations to the last eighteen depositions :

EXPLANATIONS.

To Captain Charles Morris, and George Blake, Esq.

Boston, May 4, 1822.

GENTLEMEN,

BEING advised by my chief clerk, Mr. William Parmenter, that you have this day closed the examination of witnesses against me in support of the allegations of Lieut. Joel Abbot and others; and it having been intimated to me that it is your wish that I should furnish you with such remarks upon the evidence as I might deem proper to make, by way of explanation thereof; I have read over the eighteen depositions taken between the 20th March last and this date, (and which I have numbered from 46 to 63 inclusive, according to their dates,) and remark:

No. 46—March 27—Ezra Palmer's long account of the purchase of a Pew in the Methodist Chapel, Bromfield's Lane. No. 47—March 28—Henry Tolman—another account of the purchase of a Pew.

WERE it necessary to make any other explanation of the affair of these pews than I made under date of the 14th February last, addressed to Captain Porter and Mr. Blake, I would respectfully refer to the deposition of Mr. John Clark, treasurer of the Methodist Society (No. 52, dated April 3,) which fully corroborates my former explanation, and gives a fair view of my interest in the sale of the pews in question, and a full account of the whole transaction, so far as I took an active part therein. No man of candour, after reading all the evidence relative to these sales of pews, can for a moment hesitate to exonerate me from any and all censure on this subject.

No. 48—Gerry Fairbanks ; and No. 49—Enoch Silsby—both dated April 2—relative to Glazed Hats.

IN my explanations of the 14th February, I stated that glazed hats were exclusively pursers' stores. They were sold by Mr. Fairbanks to Mr. Chew, a purser in the navy, and I had no more interest in this transaction between Fairbanks and Silsby, or between Fairbanks and Chew, than Mr. Abbot or any of his coadjutors had. Captain Porter knew this fact, and was satisfied ; Captain Morris knows this fact, and is satisfied ; and why it was necessary to call these witnesses a second time on the same subject I do not know.

No. 50—Daniel Ballard—April 2. A deposition about Ships and Freights.

WHAT possible bearing this evidence can have in my case I cannot imagine ; and as I never saw the anonymous communication to the Commissioners on the subject, I do not know what was expected to be proved against me by Mr. Ballard. Certainly there is nothing in the deposition that implicates me in any respect.

No. 51—Thomas Dean of the house of Gilbert & Dean, Brokers—April 2—relative to Due Bills.

MR. DEAN having explicitly stated that I had no interest, profit or emolument in any part of his negotiations relative to these due bills, and that they were always promptly redeemed by me as soon as I was in funds ; I can see no cause of complaint against me on this subject, unless the insinuations of my enemies be well founded—that I purposely withheld the public money, and issued due bills in payment of claims against the Government, when I should have paid out cash. I cannot invalidate these insinuations in any manner better than to refer to the paper marked HH. and my letters to the Navy Department from September, 1812, to January, 1816,* shewing the great amount which I was, almost all the time, in advance for Government account. And I appeal with confidence to the navy officers commanding on this station or the ships of war in this port, during the above period, that without a resort to my practice of issuing due bills, in anticipation of funds to be received, I could not have possibly carried on the public business. This fact

* Many of these letters, and extracts from others, are published in the preceding pages.

is also well known to very many of my fellow citizens, who had dealings with me during the period alluded to. But my enemies have seized upon the fact of my issuing these due bills to criminate me in another view, by asserting that, by means of these due bills, I raised a fictitious balance against the Government, and subsequently claimed and received a large remuneration of interest, which I was not properly entitled to. To this calumny I reply, that in every instance, wherein I have stated a balance due me from the Government at the end of any month, the balance was created by my actual payments, *in full*, of such bills and vouchers as were included in such statements; and that I always held receipts for advances, *in part* and on account of other contracts and bills, which were not paid in full nor included in my accounts. These advances seldom fell short of \$20,000 at any one period during the years 1813, 14, 15 and 16, and often exceeded \$40,000 over and above the balances as stated for actual payments: and there never was a time when I had due bills out to the amount of \$20,000; nor was there ever a time, excepting once, when any emission of my due bills were out-standing thirty days from their date. And as to the insinuation of my receiving from the Government interest on the balances due me improperly, inasmuch as it is alleged that I had not actually paid the interest which I claimed; I have shewn to the Commissioners a certificate from one bank, where I paid upwards of twenty-eight hundred dollars for interest of money loaned to me at sundry times. I have also shewn other certificates for the payment of interest to a large amount to individuals; and I can demonstrate, that I actually paid more than ten thousand dollars for the interest of monies, which I borrowed in four years to enable me to meet the public exigencies, and keep up the credit of the Government, as well as my own credit as a public agent.

No. 53—Josiah Siders—April 8—relative to Fire Buckets.

MR. SIDERS testifies, that in the year 1816, as he thinks, I requested him to sign a bill for some fire buckets, which he had not furnished; that he did, accordingly, sign the bill for me, supposing that I wanted it as a voucher; that the said fire buckets were charged in that bill at three dollars and fifty cents per pair, which was one dollar a pair less than he had offered to make the buckets for, and one dollar per pair less than he should then have been able to make them for. Supposing Mr. Siders to have been entirely correct in his recollections, it does not appear from his evidence that in this transaction there was any intention of fraud against the Government. I have, however, examined my books and vouchers from the 1st of January, 1815, to the 1st January, 1820, a period of five years, and do aver, that there is no such bill as he states charged by me to the Government during that time; from which I infer that Mr. Siders is mistaken, although I believe him to have been honestly mistaken.

No. 57—*William Parmenter*—April 22—relative to *Fedick's Pay Rolls*.

THIS deposition corroborates my former statements, and shews the length of time employed, the great labour required, and the result of that examination—which fully shews the attention of the Commissioners in that case.

No. 61—*Charles Ware*—April 26—about certain *Duck*—

requires no remarks from me, as it sufficiently explains itself.

No. 62—*Ezra Hyde*—April 26—

now states the exact time and manner in which I paid him for his bill of anchors due in 1814. In my former remarks upon Mr. Hyde's evidence of the 18th February, I stated that I had advanced him \$3000 cash from my own funds, and some months afterwards received my pay in treasury notes, by which accommodation to Mr. Hyde I sustained a loss of about \$500. Mr. Hyde now says, that I paid him \$2500 in cash, and \$1000 in treasury notes some months before his bill was settled. This evidence fully corroborates my statement, excepting that he says, I told him that the money which I so advanced was received from the Government. By reference to paper H.H. it will be seen, that in March, April, May and July of 1814, I was largely in advance; and I say, that for August and September of that year, I held receipts for money advanced on account and in part of bills which I could not pay in full, in the same manner as the \$2500 to Mr. Hyde, which, added to the amount of bills actually paid in full and charged in my account, would have made the balance greatly in my favour; and that I told Mr. Hyde, at the time of making the advance, it was from my own funds, although I may have said that I received those funds from the Government an account of former balances due to me: And at any rate I could not charge Mr. Hyde's bill in my accounts against the Government until March, 1815, when it had been settled and paid in full.

No. 58—Luther Ellis ; and No. 59—Joseph Goddard—both dated April 23—stating the price of Nails in the year 1819. No. 60—James W. Burditt—April 23—stating the prices of certain kinds of Drawing Paper.

WHEN these depositions were shewn to me, I was wholly at a loss to know the object of them, as I never had an intimation of any charge against me for any improper conduct relative to these matters ; but Mr. Parmenter informed me that Mr. Abbot had procured from the Navy Department copies of several of Mr. Samuel Clark's bills for nails and paper, in which it was supposed that the articles named were charged too high. On looking over the duplicates of Mr. Clark's bills referred to, I find there has been included in my accounts against the Government

A bill paid 30th March, 1819,			
	for 20 M. 20d nails, at 15s		£50
19th April, 1819,	20 M. 20d „ at 15s	50	
	15 M. 6d „ at 9s	22 50	
	15 M. 8d „ at 10s6	26 25	
	100 M. 10d „ at 12s	200	
			£298 75
18th August, 1819,	for 4142 lbs. nails, at 11½ cents	465 97	
24th January, 1820,	for 6 sheets imperial		
	drafting paper at 15s		15 00
	and 6 do. do. at 6s		6 00
1st April, 1820,	for 6 sheets antiquarian		
	drafting paper at 15s		15 00
	and 4 sheets imperial drafting do. at 12s		8 00

Mr. Ellis states, that the price of *cut* nails at the period of Mr. Clark's charges was about 9 cents for 4d, and about 8 cents for larger sizes. These were unquestionably the wholesale prices at that time, as Mr. Ellis is a manufacturer and a wholesale dealer in the article.

Mr. Goddard states the prices of wrought nails to have been as follows ; for 20d, 13s6—for 10d, 9s4—for 6d, 7s6—for 8d, 8s—per M. These were no doubt the wholesale prices of English wrought nails at the same time, as Mr. Goddard, I understand, is a large importer and wholesale dealer.

It appears that Clark had charged by retail 15s for 13s6 wholesale ; 12s for 9s4 ; 9s for 7s6 ; 10s6 for 8s. These advances for retail price above the wholesale prices, appear unreasonable ; but when it is considered that Clark in every instance delivered the nails into the Navy Yard at his own cost, and by small parcels, as they were wanted, I now very much doubt whether Mr. Goddard could have delivered them in the same manner, by retail, at less prices than were charged. In regard to the 4142 lbs. nails charged

at 11½ cts. I remark, that if they were all cut nails the price would have been much too high ; but if about one half the quantity was of wrought nails, the charge would be fair. Whether they were cut or wrought I have no means of determining, as I never had an order or requisition from the Navy Yard to purchase them, and the first I ever knew of these nails, or the price at which they had been charged, was on the 28th March last, when some one informed me that Mr. Abbot had written to the Department for copies of Clark's bills relative to them. I was absent from my office, and out of town, when these bills were settled with Mr. Clark. The articles had not been required from me ; I had no option in the purchase, and knew nothing of the transaction, as before stated. The bills were presented to my clerk duly approved by the commanding officer, and promptly paid, on the presumption that Clark charged only a fair price. My clerk, as well as myself, had confidence in the honourable intentions and correct conduct of Clark, as he had been my chief clerk for above two years.

The same remarks I apply to the case of the paper supposed to have been charged too high. This paper never was required in usual form. If it had been so required, I should have ordered it from Mr. Greenleaf, who for several years has furnished all the stationary I have had occasion to purchase, either on public or private account. It appears that Mr. Clark has charged

6 sheets imperial drafting paper at \$2½	15
and 6 other sheets of the same kind at \$1	6
Making	\$21

for twelve sheets, or 10s6 per sheet. Mr. Burditt states the price of imperial paper to be 17 cents per sheet, and that antiquarian paper was one dollar and a half per sheet. Now Mr. Clark was not a regular stationer, and I much doubt if he knew the difference between the above denominations. I have no means of determining which kind he actually furnished, but have no doubt that he has mistaken the names, and actually charged 10s6 per sheet for what cost him 9s per sheet. In regard to the other items of paper in Clark's bills as charged by him, say

6 sheets antiquarian at 15s	15
and 4 sheets imperial at 12s	8
Making	\$23

I have good reason to believe, that the whole of these last ten sheets were antiquarian paper, which is usually charged at 9s per sheet, making \$15 ; and thus Clark has charged on the whole paper eleven dollars more than would have been charged by Mr. Greenleaf, who informs me he had been applied to by some officer from the yard for the above kinds of paper, had laid it out, in expectation of receiving my order in the usual form for its delivery, and felt disappointed when he learned that Mr. Clark had supplied it.

No. 54—Joseph N. Howe's third Deposition—April 16th.

THE manner of getting up this paper, as well as the matter it contains, deserves a comment.

Mr Howe stated before the Commissioners, that he could make no more affidavits unless the questions were submitted to him in writing by way of interrogatories, and he allowed time to make written answers, which he would come into court and swear to. In this case he had time, and employed council, and the aid of Mr. Abbot and his coadjutors, to assist in making this long argument in support of his former depositions. On a careful perusal of this paper, comparing it with his first deposition, made on the 5th February, and his second, made on the 25th February, and with the written evidence which I have referred to in my explanations, I find that after all the time taken by him, and all the references he has made to his books and papers, he is yet under great mistakes in regard to the twenty tons of hemp, which he persists in asserting were bought by me for Government account at one price, and charged by me to the Government at a higher price.

In his first deposition, dated 5th February, he says that in 1815 I turned into his walk about seventy or eighty tons of hemp to be manufactured; that I told him I had purchased it of the Hon. B. W. Crowninshield, then Secretary of the Navy, at \$300 per ton; that soon after I bought twenty tons more of Mr. Samuel Gray, which he received from Mr. Gray, and attended to the weighing of it; that *after he had got the hemp*, he was in my store, where he says I told him, that I did not wish it to appear to the Government that I had given only \$250 therefor, when I had so recently paid \$300 per ton to Mr. Crowninshield; and as the hemp was *then in his walk*, wished him to give me a bill of it, as though it had been purchased from him at \$300, so as to correspond with Mr. Crowninshield; that accordingly he made a bill of it and signed it, &c. In this deposition he says nothing of the forty tons of hemp which I purchased of him. If he meant to tell the truth, and the whole truth, why his silence on the subject of the sale of his own hemp to me? When I had shewn to the Commissioners my evidence in this case, which was so wholly contradictory of his story, his friends were alarmed for him, and he was induced, on the 25th February, to make a new deposition on the same subject, where he reluctantly acknowledges, that he had sold to me forty tons of hemp at \$350 per ton, which circumstance he had entirely lost the recollection of when he made his first deposition twenty days before. Thus have I shewn that Mr. Howe had wholly forgotten or omitted to state a very important fact relative to the transaction he had testified about—the sale of forty tons of hemp, amounting to \$14000—and it is abundantly evident that he erroneously stated or had forgotten both the price and the quantity of hemp, which I turned in to

him to work up; and I think that it is a fair inference that he has mis-stated or forgotten all the other facts in the case alluded to: And being dissatisfied with his own contradictory statements thus far, and after reflecting fifty days, and examining, as he says, his books and papers, he makes, on the 16th April, with the aid of council and his coadjutors, his third deposition, or rather *argument*, on the same subject. And now he professes to be enabled to state, with more precision than he could before, all the facts. He now says that on the 13th April, 1815, he made me a bill of forty tons of hemp, and gave me a receipt for it to be worked into cordage for Government; that this bill included only twenty tons owned by himself and twenty tons which he says I bought of Ray and Gray on the 3d of April, 1815, at \$300, instead of Samuel Gray, as at first stated, at \$250; and as proof that I bought of Ray and Gray the twenty tons of hemp on the 3d of April, he annexes to his deposition a paper, which he says is a copy of Ray and Gray's bill to me therefor, dated the 3d of April. This bill he says is a correct transcript from Ray and Gray's book, which he has recently examined, and which he supposes is the original sales book of Ray and Gray. This copy of Ray and Gray's bill to me dated April 3d, and his correct transcript from their original sales book, is entirely contradicted by the real, the only and the true bill of the said hemp made by Ray and Gray to me, and by the deposition of Mr. Sargent (No. 55) and of Samuel C. Gray (No. 56.) A copy of their bill is among my vouchers, marked T. dated June 8, 1815; and both the deposition of Mr. Sargent and of Mr. Gray furnish extracts from the books of Ray and Gray shewing the original entry of the sale of the hemp to me to have been under the date of the 8th of June. How Mr. Howe could be induced to produce his *correct transcript* from their books and swear to it in the very face of these two depositions so entirely contradictory of his story, I am at a loss to say, unless it be from a determination to go all lengths in support of his own first affidavit, and to injure me. This single point in his third deposition is sufficient to convince every mind unbiassed by prejudice, that no part of Mr. Howe's third deposition can with safety be relied upon as fact, and abundantly evinces the peculiar bias under which he made that deposition. Mr. Howe attempts to raise an argument in support of his first deposition from the account settled with me on the 16th June, 1815, a copy of which he has annexed to his third deposition, wherein I have given him credit for the forty tons of hemp bought of him on the 23d March, and charged him with the twenty tons which I bought of Ray and Gray on the 8th June, and sold him to make up his deficiency, or, if he chooses, in part of the forty tons which I purchased of him for the Government. I have stated from the first that the twenty tons sold him were to make up the deficiency of his quantity sold to me, and thus my account corroborates my statement.

It is worthy of remark, that the account of mine, dated 16th

June, 1815, which he has annexed and sworn to be a true copy of the original, has several notes of admiration (which by the way are not upon the original) pointing to the charge and credit of the said hemp in that account. This little trick is another evidence of Mr. Howe's candid and very unprejudiced depositions.

Mr. Howe further states in his third deposition, that when I gave him \$350 per ton for his hemp, he is confident that I paid him the highest market price. Mr. Howe well knows he enjoyed my entire confidence; that whenever I wished to ascertain the price of hemp in the market, I employed him to make the inquiry, and report to me the facts. Would he now insinuate that he abused that confidence; that he deceived me; and by his very honourable conduct induced me to pay him more for his hemp than it was truly worth? I fear that this is his object, and the object of his friends, to blast my reputation, however dark the colours in which he paints himself to effect this purpose. I have said that I purchased Mr. Howe's forty tons of hemp on the 23d of March, the same day that I closed the bargain with Mr. George Crowninshield for his sixty tons, and referred to the correspondence for evidence of this fact. On again looking over this correspondence, I perceive that I have omitted my letter to the Secretary of the Navy dated 23d March, and which is now annexed, marked KK.* In this letter I advise the Secretary, that in obedience to his letter to me dated the 15th March, I have purchased from George Crowninshield *and others* the hundred tons of hemp ordered at \$350, thirty dollars per ton under his limits, and desire him to remit to me \$35,000 for the express purpose of paying for said hundred tons of hemp. Thus do I say, it appears

* KK.

Boston, March 23, 1815.

SIR,

IN compliance with your letter of the 15th instant, I have engaged sixty tons of 32lb. round shot, to be delivered at the Navy Yard, Charlestown, as fast as they can be manufactured, previous to the first day of June next, at one hundred and twenty dollars per ton. I have also purchased from George Crowninshield and others from sixty to one hundred tons best Russia hemp, to be delivered in Boston at three hundred and fifty dollars per ton—payment to be made in treasury notes within twenty days—this price being less than your limits, and that named in my letter of the 8th instant. The hemp will be manufactured and supply such requisitions as may be made for the repairs and outfits of any vessels fitted from this port, or the Independence and Washington, beyond the quantity already contracted for for these two ships; Joseph N. Howe, Esq. the contractor, having long since laid in his stock, and ever ready to fulfil his engagement to its extent.

by the correspondence, that both the hemp of Mr. Crowninshield and of Mr. Howe was purchased on the 23d March.

Mr. Howe raises another argument in his third deposition against the accuracy of my statement respecting the interest allowed on these bills. I stated that I allowed interest from 23d March. On examining my books to this point, which I had not done when I made the statement, I find, that the interest was allowed to the sellers from the 21st May, instead of the 23d March, the treasury notes received from the Government, in answer to my requisition of 23d March, for the purpose of paying for the hemp, having been dated on the 21st May, and bearing interest from that date. Mr. Crowninshield received the notes at par, and drew the interest from the 21st May. My account with Mr. Howe, settled the 16th June, does not shew that I paid him the interest as I stated; but my treasury note book shews most clearly that the balance stated to have been paid to Mr. Howe in the account of 16th June was \$9069.11; but I actually paid him

In treasury notes of 1st August, 1814	.	.	1047	40
11th "	"	.	1045	90
21st Sept. "	"	.	1039	90
11th Oct. "	"	.	742	14
21st "	"	.	2795	58
1st Nov. "	"	.	1654	25
21st "	"	.	721	63
11th April, 1815	.	.	60	00

Making	.	.	\$9106	80
And gave him my due bill for	.	.	16	91

\$9123 71

I allowed him interest on \$14000, his bill
of hemp, from 21st May to 16th June,

26 days (treasury note interest)	.	54	60
And charged him in his account	.	9069	11

\$9123 71

Thus was Mr. Howe also, one of the sellers of the hemp, allowed interest on his bill, as I before stated, although not for the whole time which I stated; and it would have been manifestly wrong to have allowed him the interest for the whole time before stated, as my remittance was not realized until the 21st of May, and not actually

There is therefore required for the expenditures of the Navy Department at this port, forty-two thousand two hundred dollars from the following appropriations:

For repairs of vessels, (to pay for 100 tons hemp)	.	35,000
„ ordnance, &c. (to pay for 60 tons shot)	.	7,200

\$42,200

received until the 9th of June. The above due bill of \$16:91 was paid to Mr. Howe in a subsequent account settled with him on the 13th of September, 1815.

Mr. Howe attempts to raise another argument against the accuracy of my former statement, wherein I said that for his \$14,000 bill of hemp, I gave him up his own due bill of \$12,076:58, and passed to his credit the balance, being \$1923:42, and refers to the account to shew that no such sum appears therein. Any man who will take the trouble to make the deduction of \$12,076:58 from \$14,000 will see that the balance was \$1923:42; and although a balance was not actually struck and carried forward, yet was my statement substantially true and correct. He says his due bill of \$12,076:58 was given up in payment of his bills of cordage for the Independence and the Congress: But I say, I gave up that due bill on account of the hemp which I had purchased from him on the 23d of March, and which was payable from the remittance which I received on the 9th of June; and because, according to the contract, he had a fair claim for the payment of the \$14,000, whereas he had not such claim for the payment of his bills of cordage for the Independence and the Congress, because those bills were not rendered to me for payment until the very day of the settlement (16th of June,) and for the payment of which I had no public funds: but as he stated a necessity at the time for the use of the money, and as usual pressed me for the payment of those bills, I accommodated him, as usual, by paying them in full on the very day of their presentment; but it was done to oblige him, and from my own money. Mr. Howe stated in his first deposition, that *after he had got the twenty tons of hemp*, which I bought of Ray and Gray, he was in my store, and, *as the hemp was then in his walk*, I requested him to make a bill of it at 50 dollars per ton more than I had paid for it. I now say, that Mr. Howe did not receive the hemp which I sold him until the following periods, viz.

1815. June 27.—4 tons.

" 29.—2 "

" 30.—2 "

July 5.—2 "

" 6.—2 "

" 10.—8 "

—
Making the 20 "

Will you do me the honour to direct a remittance of this amount in treasury notes?

With great respect,

Your obedient servant,

AMOS BINNEY.

Hon. BENJAMIN W. CROWNINSHIELD.

If he will again recur to his books, or make proper inquiry, he will find this to be the truth. Now this being the fact, he cannot be correct in both his first and third depositions. The first says, after he got the hemp, it being then in his walk, I asked for a bill, &c. The third says, on the 13th April he made the bill to me. The fact is he did not get all the hemp until after the 9th July. It is altogether a strange jumble of inconsistencies and contradictions.

The deposition of Samuel C. Gray, relative to his reference, in his original entry under date of 8th June, to the 3d of April, requires a remark. Mr. Gray admits that Ray & Gray knew nothing of the sale of the twenty tons of hemp until the 8th of June; but presumes his father must have sold it on the 3d of April, and says the sale was carried through their books, because it had been consigned to them for sale. Now I say, that I never spoke a word in my life to Samuel Gray, the father, on the subject of this hemp; and the first time I ever heard his name mentioned in connection with it was from Mr. Howe's first deposition. I also say that I never spoke to Ray & Gray on the subject, first or last. I also say, that when I had agreed with Mr. Howe to purchase for him the twenty tons of hemp, I authorized him to buy it as soon as he could find a suitable parcel, and at a fair price; that Mr. Howe did make the purchase for me, paid for it with the money which I furnished him for the purpose, and produced to me Ray & Gray's bill for the purchase, dated the 8th of June. I was entirely justified in my former statement, that I had purchased the said hemp from Ray & Gray, because I produced their bill of sale, although I employed Mr. Howe to make the negotiation for me. Nothing is more common, amongst business men, than to say they have purchased particular commodities from particular men, although they may never have spoken to those particular men on the subject, but done the whole business through a third person. From the whole story of Mr. Howe, and the extracts from Ray & Gray's books, I now have no doubt that Mr. Howe, as early as the 3d of April, engaged of Mr. Samuel Gray the twenty tons of hemp in question, but said nothing to me of that purchase until about the time when it must be paid for, when he called on me for the money, according to my promise, took it, paid the bills, which he got made out in my name instead of his own, and rendered that bill to me dated the 8th of June; but I positively deny knowing any thing of this purchase until about that date.

Mr. Howe and his friends, not yet satisfied with deposing against me, on the 4th of May got up his fourth paper, (No. 63.) This appears to be an argument to shew that he has been under no obligations to me, because he had been one of my four bondsmen to the Government in 1812. Now I always acknowledged my gratitude to my bondsmen, and to Mr. Howe have always evinced it by my many acts of friendship towards him. My other bondsmen were, to say the least, equally as responsible as Mr. Howe, and his responsibility never was more than \$5000 on that account. He says that, on a critical examination of my statement GG. shewing my endorse-

ments for him, it will be seen that my endorsements for him were not much larger than his endorsements for me, taking into view the bond ; but he furnished no list of his endorsements. Such list he could not furnish, as, according to my best recollection, he never endorsed for me more than two notes of \$500 and \$1000. He also says the agreement to endorse was mutual ; that he never refused me the favour, and that I never refused him ; that there was a perfect understanding that we were to endorse for each other. The whole amount of this understanding was, that I endorsed his paper to an unlimited amount, having full confidence in his integrity and responsibility ; but I could never avail myself with advantage of his name to aid me in obtaining accommodations, as he was always in bank for his own account to a large amount. My endorsements were continued for him until his failure, in 1819, when I had to redeem nearly \$20,000 of his paper, on which I had lent him my name.

Mr. Howe, in his fourth deposition, says, that after the year 1816, he was under no obligation for my endorsements, as it made no difference whether I signed the notes or endorsed them, because, he says, I was a copartner, &c. Now this is correct as to the difference it made to me, because it always devolved upon me to take up his notes, or provide him the means to do it with ; and finally, after his failure, in 1819, I was obliged to redeem his notes with my endorsements to the amount of nearly \$20,000. But Mr. Howe falsely insinuates, that these notes, so redeemed and paid by me, were originally given for the benefit of the copartnership. According to the terms of that copartnership, we were each to furnish \$20,000 as a capital—this for the express purpose of purchasing all stock for cash,* which would render notes and endorsements wholly unnecessary for the concern. I faithfully deposited with Mr. Howe my \$20,000, whereas Mr. Howe, it now appears, never deposited one cent, but most improperly used and absorbed the whole of my money in his own private concerns, whereby I have sustained a total loss of the whole amount. But it will be seen by the paper GG. that my endorsements were continued up to September, 1819, when he failed, and when I had to pay into bank all this paper which my name was upon. I was in advance to Mr. Howe the following sums, at the periods stated, in addition to the amount for which I was his endorser at the same dates :

24th June, 1817,	\$20,000
31st July, 1818,	25,292
21st December, 1818,	23,240
1st April, 1819,	23,492
1st July, 1819,	22,310

(See same paper, GG.)

* It must be evident to every one, that the immense amount endorsed for Mr. Howe was not altogether on account of the ropewalk concern, but to favour him in many private speculations.

Thus much for Mr. Howe's observation, that he feels under no obligation for my endorsements after the year 1816. I can only say, the observation is quite in character with all his other conduct to me, and all his observations and depositions about me, since his failure in 1819. Mr. Howe says, it is true that the copartnership was not generally known when he failed, which gave me the advantage of taking up a part of the notes then out, and for which I was responsible, at less than their face; and that a part of these notes were paid by me from the proceeds of a contract which he then had, and which I sold to W. Lewis & Co. I say, that the contract of copartnership was as public as he wished it. The papers were executed in presence of, and witnessed by, Mr. Alline, Register of Deeds, and Capt. Deacon of the navy. I purchased none of Mr. Howe's notes after his failure at less than their face, although I sold to W. Lewis & Co. the contract which he alludes to, in payment of his notes to upwards of \$10,000, and in so doing I made for Mr. Howe a very good sale, as I thought. The insinuation of my having bought up the notes at less than their face, is wholly unfounded in fact, and made by Mr. Howe for the purpose of wounding my feelings or injuring my character; and I ask him what are his motives, unless they spring from malice?

Mr. Howe begins his first deposition with a declaration, that he entertains no malice towards me, and ends his fourth deposition with the same declaration. Whence, then, his untiring zeal against me. To him I owe, in a great measure, the necessity of making explanations of my official duties for the last ten years before Commissioners appointed to investigate charges, many of which Mr. Howe got up himself and put into circulation against me. Not satisfied with this, he has summoned me into the Supreme Court of Judicature of this state, for a further investigation into the pecuniary transactions between himself and me, where I expect to meet him face to face, and where I shall develop some of his conduct towards me, which he little suspects I have the means to prove.

Very respectfully,

Your obedient servant,

AMOS BINNEY.

The following Depositions,

HAVING BEEN OMITTED IN THEIR REGULAR COURSE, ARE NECESSARILY INSERTED HERE.

February 22, 1822.

John D. Dyer, a witness produced, sworn and examined on the part of the United States.

Question. WHAT is your line of business in the town of Boston, and how long have you been concerned in that line?

Answer. I am a taylor by trade; but, for about eleven or twelve years past, I have been a dealer in sloop clothing.

Question. Have you, at any time, and when, had any associates or partners connected with you, and sharing in the profit or loss of your business? If yea, be pleased to state who they are or were, by name, respectively; how long, in what manner, and upon what terms they are so connected with you.

Answer. I never have had, nor have I now any associates or partners whomsoever concerned with me in my business.

Question. Have you, at any time, and when in particular, been employed by Mr. Binney, the Navy Agent, in furnishing slops, or any other, and what other articles for the public use? If yea, when were you, for the first time, employed in that way by Mr. Binney? What, according to the best of your knowledge or belief, is the aggregate amount of all the bills of public supplies, which, from first to last, have been presented by you to Mr. Binney, and in what manner have such bills been settled and paid?

Answer. Sometime, I think, in 1812, I received one of Mr. Binney's circular letters, requesting me to state my lowest prices for sloop clothing of various descriptions. On receiving this, I very soon afterwards called on Mr. Binney, and gave in to him my prices accordingly. He then gave me a requisition for the supply of sundry articles in my line, for the use of a public vessel then going to sea; and several other dealers in my line were also employed to furnish articles for the same vessel.

From that period to the present I have, from time to time, furnished Mr. Binney with various articles in my line, and sometimes my contracts for supplies were made with the Navy Board of Commissioners.

In all the instances of my furnishing supplies to Mr. Binney, it was always done upon a previous agreement or stipulation with him as to the price and quantity of each article, excepting only,

now and then, a few pea jackets, or such things, which he would send to me for, which were not included in the agreement. And such, I know, was his course of dealing with others in my line, from whom he was receiving supplies.

As to the total amount of all my bills of supplies, from first to last, it is impossible for me to state from recollection. I know, however, it was very large, amounting perhaps to 100,000 dollars or more. My bills of work were always made out in conformity with my contract, and they were paid, sometimes in cash, when Mr. Binney had any money on hand; sometimes by his due bill, when he said he had no money; and sometimes by treasury notes at their nominal value. And I well remember, that some short time before the peace, after I had been toiling and labouring with all my work people, whose numbers, at times, were more than four hundred, in order to fulfil punctually my contracts with Government, on presenting one of my bills to Mr. Binney, amounting to from ten to twelve thousand dollars, I was compelled to receive payment thereof in treasury notes at par, which I was under the necessity of selling in market immediately afterwards, in order to pay for my stock, at a discount of about twenty-five per cent. as I think, thereby sustaining a loss, as I think, of more than a thousand dollars, in that one instance.

Question. Did you in any instance or instances, and what, allow Mr. Binney any discount or deduction from the face of any and which of the bills of work that you presented him? If yea, did the amount of such discount or deduction enure to the benefit of the Government, or did it go to the private benefit of Mr. Binney? Be pleased to declare herein fully and explicitly, according to the best of your knowledge and belief.

Answer. In the course of my various dealings with Mr. Binney, never did there occur a single instance in which any discount or deduction from the face of my bills of public work was either proposed by Mr. Binney, or allowed by me.

I was occasionally, during the existence of my contracts with the Government, under the necessity of borrowing large sums of money for the purchase of stock, and sometimes I borrowed money for this purpose of Mr. Binney, in which cases I always gave him my note of hand upon interest. Accordingly, I was at times considerably indebted to Mr. Binney, so that when I afterwards presented him my bills for public work, I was accustomed to let part of their amount go in part satisfaction of what I owed him on private account.

Question. Did you, at any time and when, purchase one or more pews in the Methodist Chapel, Bromfield's Lane? If yea, of whom, and how, did you purchase the same? Are you, and have you been, ever since the time of making such purchase, one of the society worshipping in said chapel, and do you or not improve, with your family, the pew or pews aforesaid?

Answer. In October, 1816, I purchased at a public vendue, which was held in said chapel, two of the pews alluded to, one of which I have ever since improved for my family, and the other I have leased to a member of the corporation, from that day to this, and have uniformly received therefor a rent exactly equal to six per cent. interest on the money I paid for it. The pews alluded to were purchased of the corporation, and the deeds were executed by Mr. Clark, the treasurer thereof, and countersigned by Amos Binney as secretary.

Question. What were your motives and inducements for purchasing said pews? and do you consider that you have gained or lost any thing, and how much, by the purchase?

Answer. My only inducement in purchasing said pews was, that I was desirous of joining that society; and the prices I gave for them were fair and reasonable, and such as I should be willing to give for them now. I consider them as being good property.

Question. Were you by any means, direct or indirect, influenced by Mr. Binney to make the purchase of said pews? If yea, what particular intimations or suggestions were given to you by him on that subject?

Answer. I believe Mr. Binney did once inquire of me, if I intended to purchase a pew in the chapel, but he never desired me to purchase, nor intimated a wish that I would.

Question. In what manner and to whom did you make payment for the pews?

Answer. I gave for the pews my notes of hand payable to Amos Binney or order, and the amount thereof was afterwards paid to him in different payments, from time to time.

JOHN D. DYER.

February 23, 1822.

John Wade, boat builder, a witness produced, sworn and examined on the part of the United States.

Question. WHAT is your occupation in Boston, and how long have you been engaged therein?

Answer. I am a boat builder, and have been concerned in that business in Boston about fourteen or fifteen years past.

Question. Have you at any time, and when, been employed by Mr. Binney, the Navy Agent, to do work in your line for the use of the United States? If yea, when were you, for the first time, so employed, and what is about the aggregate amount of all the bills for public work, which have been settled and paid to you by Mr. Binney, from that time to the present?

Answer. I was first employed by Mr. Binney, in the boat building business for Government, sometime, I think, in 1813, when Commodore Rodgers' squadron was in our harbour; and from that time to the present I have, from time to time, done various work for the Government in my line, amounting, in the whole, to perhaps twenty thousand dollars and upwards.

Question. Have your bills of public work been usually presented to, and paid by Mr. Binney, the Navy Agent? If yea, have they always been paid at their face, or has there, in any and in what instance, been allowed Mr. Binney any and what deduction from their nominal amount?

Answer. My bills have always been presented to, and paid by Mr. Binney. At the first period of my employment, my bills were always paid promptly, by checks on the State Bank. Afterwards, during the war, when Col. Binney had no other funds of the Government in his hands, my bills were paid in treasury notes at their face, and I never was requested by Mr. Binney in a single instance, nor did I ever consent to any discount or deduction whatsoever from the face of my bills.

Question. Did you at any time, and when, purchase any, and what number of pews in the Methodist Chapel, Bromfield's Lane? If yea, what were your inducements for purchasing the same? Were you ever requested by Mr. Binney, or by any person or persons acting under his authority, to make said purchase?

Answer. In 1816, I purchased a pew in the Methodist Chapel at a public sale of pews in that meeting house. My inducement for purchasing said pew was, that I was then accustomed to go to that meeting, and had no connection in any other, and that I wanted said pew for the accommodation of myself and family; and accordingly, from that time to the death of my wife, about a year and a half ago, I was an attendant at said chapel, when I worshipped any where. I was not induced by any intimations or representations of Mr. Binney to purchase the pew in question; but I remember he did once, before I made the purchase, inquire of me if I wished to purchase a pew in that chapel, whereupon I mentioned to him that I should be willing to purchase one. The more particular considerations which influenced me to purchase the pew, were, that a Mr. Heading, who was then officiating as preacher at said chapel, was a particular friend, for whom I entertained a very high degree of esteem and respect.

Question. How and to whom did you pay for said pew?

Answer. I think I gave Col. Binney my note for the purchase money, payable on demand with interest; and that the amount thereof, being as I think about one hundred and fifty dollars, was paid at sometime out of the monies which I was about to receive from Col. Binney, on the presentment of my bills of public work.

Question. Was there, at any time, an allowance of any kind in your bills of public work either as to price or in any other way,

directly or indirectly, made to you by Mr. Binney, on account of your having purchased a pew as before stated.

Answer. No, never, in any instance whatever.

Question. Did you at any time, and when, receive any other, and what property of Mr. Binney, in part satisfaction of any bill or bills of your work, rendered to him on public account?

Answer. I never did, except one piece of sheeting of the value of six or seven dollars, which I took of him in part payment, at a less price than I could have obtained it for any where else.

JOHN WADE.

February 27, 1822.

Enoch Silsby, a witness produced, sworn and examined on the part of the United States.

Question. WHAT is your line of business? How long and where have you been concerned in that line?

Answer. I am a merchant, and have been established in Boston about eleven years last past.

Question. Have you at any time, and when in particular, sold to Mr. Gerry Fairbanks of Boston any and what number of glazed seamen's hats? If yea, at what price were the same sold to Mr. Fairbanks, and in what manner were they paid for?

Answer. On the 14th May, 1813, I sold Mr. Gerry Fairbanks two cases of glazed hats, containing fifty hats, at three dollars each, whole amount being one hundred and fifty dollars, and the two cases being charged in my bill at \$2:25 cents, making the total amount of my bill \$152:25 cents, payable at sixty days credit, which Mr. Fairbanks paid at maturity.

Question. Had you, prior to the sale of said hats to Mr. Fairbanks, any, and if any what conversation or negotiation with Mr. Amos Binney, the Navy Agent, respecting the said hats? If yea, be pleased to state the same particularly.

Answer. According to the best of my recollection, about two days before the sale of said hats to Mr. Fairbanks, I called upon Mr. Binney, and asked him if he wished to purchase two cases of hats, suitable for the navy. He asked the price, and I told him it was three dollars each, and the price of the boxes, the same as afterwards charged in the bill to Fairbanks. Mr. Binney answered that he did not wish to buy them. I then left his store, and had then no more conversation with him on the subject; nor have ever had any since.

ENOCH SILSBY.

April 2, 1822.

Question. Do you know any matter or thing, other than as before stated in your answers, tending to shew any act of fraud or mismanagement on the part of Mr. Binney in the course of any of his transactions as Navy Agent? If yea, be pleased to state the same as fully as though particularly interrogated thereunto.

Answer. I never, to my knowledge, have had any other transaction with Mr. Binney than as before stated.

I omitted, however, to state one circumstance in my former deposition, which I will now mention, and which is this—that about a week after I sold the hats to Mr. Fairbanks, as heretofore mentioned, I called at his store to get his notes for the hats, and not seeing any of the hats on the shelves, I observed to him ‘Then you have not opened any of the hats, have you?’ To which he replied that he had sold them all. I asked him to whom he had sold them, and at what price. He answered, that he had sold them to Mr. Binney, as I think, at from sixty-two and a half cents to a dollar profit on each hat.

This conversation, connected with the fact of Mr. Binney’s having refused to purchase the same hats at a less price from me, induced me to believe at the time, that there was something improper in the transaction.

ENOCH SILSBY.

FURTHER

DOCUMENTS AND REMARKS.

THE Commissioners, having closed their inquiries on the 4th or 5th of May, transmitted to the Secretary of the Navy the depositions which they had taken, but unaccompanied by any opinion expressed thereon. Mr. Binney waited on the Secretary at the Navy Department on the 16th of May, and asked for copies of the Report of the Commissioners, and all the papers in the case, for publication, as he had promised on the 30th March in the Boston Evening Gazette. He was informed by the Secretary, that copies of the papers should be furnished him as soon as he should receive from Capt. Morris and Mr. Blake answers to a letter to be sent them for that purpose. The Secretary expressed to Mr. Binney his entire satisfaction as to the result of the investigation, and his continued confidence in the fidelity and good conduct of Mr. Binney as a public officer, which he said was better expressed by his acts than could be done by words; for had his confidence been destroyed by any proof of malpractices on the part of Mr. Binney, he would have been immediately suspended and removed from his office; whereas the fact of his continuing him in the office, after all the accusations made against him, and which had been so ably and so fully investigated, was the best evidence which the Government could give, or that Mr. Binney could have, of their undiminished confidence.

Mr. Binney had determined in his own mind to have declined a reappointment as Navy Agent, when, in January, 1821, his first commission expired; but the then recent developement of the affair of Mr. Fosdick created a change in his mind. He would not voluntarily quit so important a post at a time when the affairs of the navy on this station seemed to be threatened with extensive difficulties; and perhaps himself with others were to be implicated as participators in the malpractices alleged with much vehemence at that period.

On the 24th of January, 1821, he received from the Secretary of the Navy the following letter notifying him of the expiration of his commission :

Navy Department, Jan. 18, 1821.

SIR,

I APPRISE you that your commission as Navy Agent expired yesterday, and that a balance of \$12,662⁷⁷/₁₀₀ was due from you on the 1st of October last, the date of your last returns.

You will please to signify your intention of continuing in the office, should the President think proper to nominate you ; but it will be required that the balance due from you to the United States be settled up or accounted for.

I am, very respectfully, &c.

SMITH THOMPSON.

AMOS BINNEY, Esq. }
Navy Agent, Boston. }

To which Mr. Binney made the following answer :

Washington, Jan. 25, 1821.

SIR,

I HAVE the honour to acknowledge your letter of the 18th instant, advising that my commission as Navy Agent for the port of Boston expired on the 17th inst. and that a balance of \$12,662¹⁷/₁₀₀ was due from me on the 1st October last, to be settled up or accounted for.

I had omitted to render my accounts to the end of the last quarter, in the expectation of presenting them personally at the Auditor's office for settlement early in this month. Official duties prevented my leaving Boston until the 16th.

My accounts are now rendered and in a course of settlement, by which it will be seen, when they are examined and stated, probably in three or four days, that I have accounted for all the public money placed in my hands, and that I am considerably in advance for public account for several objects of expenditures, which could not be carried to my credit until the contracts are completed and payments fully made.

There are considerations of a public nature, which induce me to desire that I may be considered a candidate for reappointment to the same office which I have held ; and I hope that the manner in which I have executed its duties will have been so far satisfactory

to you, as that you will be pleased to present my name to the President as a candidate for reappointment.

With great respect,

I am, Sir,

Your obedient servant,

AMOS BINNEY.

Hen. SMITH THOMPSON, }
Secretary of the Navy. }

The Secretary of the Navy immediately sent Mr. Binney's name to the President, who nominated him to the Senate for reappointment. The nomination was committed to the Naval Committee for inquiry. The Committee called upon the Secretary for information relative to the case. The Secretary addressed the following note to the Fourth Auditor :

THE Secretary of the Navy requests the Fourth Auditor of the Treasury to furnish a certificate, which shall shew the state of the accounts of Amos Binney, Esq. Navy Agent at Boston; and, also, an expression of his opinion, respecting the general conduct of the said Agent, so far as relates to the performance of his official duties.

Navy Department, Feb. 12, 1821.

Whereupon the Auditor made the following report upon Mr. Binney's accounts, manner of discharging his official duties, and general character as a public agent :

{ Treasury Department, Fourth Auditor's
Office, 12th February, 1821.

SIR,

IN reply to your note of this morning, I have the honour to state, that the accounts of Amos Binney, Esq. for receipts and expenditures as Navy Agent, to the 31st December, 1820, inclusive, have been adjusted at this office, and a balance of seven thousand, one hundred and twenty-two dollars, and sixty-five cents, found to be due from him to the United States, and reported to the Second Comptroller of the Treasury for revision. I take leave however to observe, that Mr. Binney claims the following advances made by him on account of the Navy Department, which are not brought into the above-mentioned settlement; nor can they be passed to his credit, agreeably to the rules of this office, until the contracts are completed and the vouchers authenticated, viz.

Allotments of half pay to seamen's attorneys	2,820 00
Advances on contracts for the Constitution and Java's cordage	11,500 00
Advances on contract for live oak and pine timber . . .	3,200 00
Advances on contract for block and pump work for 74 and schooner	1,965 00
Advances on account of the recruiting service	600 00
Advances on account bills for wood, lumber, &c.	1,546 00
Advances on contract for beef and pork	5,000 00
	<hr/>
	26,631 00
Deduct the balance against him as reported	7,122 65
	<hr/>
Leaving a sum due to him from the United States of	\$19,508 35

I have great pleasure in rendering justice to Mr. Binney, as far as respects his general conduct of Navy Agent at Boston. His accounts are among the most correct, which have been adjusted in this office, and are punctually transmitted, according to the established rules. He is second to none in zeal, integrity and industry; and there is not certainly an agent who has given stronger proofs of patriotism—even to advances made from his own property in times of need. I am therefore of opinion, that it is of importance to the United States to retain in their service men of such sterling worth as Mr. Binney.

I have the honour to be,

With great respect, Sir,

Your obedient servant,

CONSTANT FREEMAN, *Auditor.*

Hon. SMITH THOMPSON, }
Secretary of the Navy. }

And the Secretary communicated this information, corroborated by his own opinion, in the following letter to the Chairman of the Naval Committee of the Senate, and the appointment of Mr. Binney was confirmed:

Navy Department, February 12, 1821.

SIR,

IN reply to your letter of the 10th instant, in relation to Amos Binney, Esq. Navy Agent at Boston, I have the honour to enclose to you, for the information of the Naval Committee of the Senate, a report made to me, this day, by the Fourth Auditor of the Treasury, respecting the manner in which Mr. Binney has dis-

charged his official duties; and I cordially concur in the opinion, expressed by the Auditor, of the zeal, patriotism, and integrity of the Agent, as he has, on all occasions, evinced devotion to the public interests, and acquitted himself of the various important trusts confided to him entirely to the satisfaction of this Department.

I am, with great respect, &c.

SMITH THOMPSON.

Hon. JAMES PLEASANTS, Jr. }
Chairman Naval Committee of the Senate. }

Thus stood the character of Mr. Binney with the Navy Department and the Government, until assailed by Mr. Abbot and others by their complaints in January, 1822; and his general character and reputation amongst the *officers* of the navy, as a faithful and an efficient agent, is too well known and established, to need the publication of any one of the hundreds of testimonials which he possesses from those officers.

Mr. Binney's principal accuser has appealed from the sentence of the court which tried him, to a higher tribunal—public opinion. He has published what he calls his Trial, with an Appendix, and claims for himself universal credit for the purity of his motives in making his complaints and charges against Captain Hull and Mr. Binney. Whether his *motives* were, or were not, *pure* and *honourable*, when in October 1821, he first wrote to the Department respecting copper, it may not now be necessary to decide:

But was he actuated by *pure* and *honourable motives* when he wrote his long letter of 11th January, containing more than twenty statements, assertions and charges against Mr. Binney, not one of which was he able to prove in the course of ninety days' investigation before a Court of Commissioners appointed for the express purpose of giving him an opportunity to substantiate his charges, and before whom he called and had examined more than sixty witnesses, while the accused in no case called a witness to contradict or counteract his statements and assertions or the witnesses who were examined?

Was he actuated by *pure* and *honourable motives* when, on the 19th January, he wrote to the Secretary of the Navy, and "declares he has it in his power to expose frauds in Mr. Binney against the Government to a much greater amount and degree than has ever been attached to Mr. Fosdick," which declaration he had no evidence to support and prove?

Was he actuated by *pure* and *honourable motives* when, on the same 19th January, he wrote to Dr. Trevett and the Department, and said that "Mr. Binney's movements are such as indicate his determination to clear out in case he finds his conduct must come to light;" and "he is getting rid as fast as possible of his real estate;" which assertions were wholly without the least shadow of truth; and Mr. Abbot must have known their falsity when he made the statements?

Was he actuated by *pure* and *honourable motives* when, in the publication of his Trial, he presented such a report thereof, as has induced the recording officer and members of the Court to complain that the publication is partial and erroneous?

Was he actuated by *pure* and *honourable motives* when, to the publication of his Trial, he appended more than *twenty*, and *all* the principal depositions taken by the Commissioners, against Mr. Binney, for the purpose, undoubtedly, of giving greater circulation and notoriety to the charges and evidence against him, and unaccompanied by his explanations, which would have counteracted the effect which he appears to have wished to produce on the public mind?

Was he actuated by *pure* and *honourable motives* when (in page 21, Appendix to his Trial) he says, "Some of the principal depositions given before the Commissioners, are here published, *together with the explanations made upon them by Mr. Binney*,"—whereas, in fact, he published twenty depositions, and those most affecting the character of Mr. Binney, to neither of which did he apply and publish his explanations, as he professes to do; thus evidently misleading the public opinion against Mr. Binney?

Was he actuated by *pure* and *honourable motives* when he wrote (as on page 12 of the Appendix) and says he was "running about from one end of the town to the other to coax witnesses to attend"—whereas the truth is, he had the services of the Marshal and his deputy to summon his witnesses?

Was he actuated by *pure* and *honourable motives* when he more than insinuates (on page 16, Appendix) that Mr. Binney was present during the examination of his first sixteen witnesses, from the 4th to the 14th of February, ten days, when he asks,—“But whoever heard of an instance where the person accused was permitted to be present when a Grand Jury were investigating charges against him;” whereas, in truth and fact, Mr. Binney was not permitted to be present until

every one of Mr. Abbot's sixteen witnesses had been examined *ex parte*?

Was he actuated by *pure* and *honourable motives* when he asks (page 16 of Appendix) "Of what value was an oath taken before a tribunal thus constituted?" insinuating that the witnesses either did not know the nature and obligation of an *oath*, or that they were too unprincipled to be bound by it?

Was he actuated by *pure* and *honourable motives*, when (on page 16) he says, "It will be observed this was not a coercive or legal summons; that such witnesses only as chose to absent themselves from their other avocations, and were willing to testify, would appear,"—whereas the fact is, that not a single witness pointed out by Mr. Abbot or in any other way, declined to appear and give his evidence promptly and without hesitation?

Was he actuated by *pure* and *honourable motives* when (on page 64, Appendix) he falsely publishes as law, or a regulation for the government of the navy, an article which is no part of the Regulations in question, contrasted as follows:

Article as printed in Abbot's Trial, Appendix, page 64.

True Article, from Rules and Regulations. De Craft's Edition, 1818, page 10.

NAVY AGENTS.

11. Agents shall not be concerned, directly or indirectly, in any supplies which it may be their duty to furnish the Navy: And if it shall be found that they have participated in the profits of any such supplies, they shall be dismissed from their office, and will be prosecuted to the amount of their bonds.

NAVY AGENTS.

11. Agents shall not be concerned, directly or indirectly, in any supplies which it may be their duty to furnish the Navy.

The reader is desired to compare the publication of Mr. Abbot with the Book of Regulations, and then decide what could be his motives for so false a statement. This single case is quite sufficient to throw him and his book into disgrace.

Mr. Abbot having thus published to the world this 11th article as *true*, which is now shewn to be false in the material

part; and some of the editors of *Public Journals* having quoted the false and spurious article of Mr. Abbot, and made comments thereon highly implicating Mr. Binney, the Commissioners who examined the charges against him, and the Government; it may be proper here to state, that the co-partnership connections of Mr. Binney, which have been alluded to, were formed in the year 1816; that the Rules and Regulations for the Government of the Navy, from which Mr. Abbot pretended to quote his 11th article, were first adopted and promulgated by the Secretary of the Navy on the 17th September, 1817, as by the following order will appear:

Navy Department, September 17, 1817.

THE Board of Navy Commissioners having submitted to me the foregoing Rules and Regulations, and the same having been approved by the President of the United States, are to be respected and obeyed until altered or revoked by the same authority.

By command of the President,

B. W. CROWNINSHIELD,

Secretary of the Navy.

To all Officers, Agents and others }
belonging to the Navy of the }
United States.

The authority delegated by Congress to the Board of Navy Commissioners in the act of 7th February, 1815, (See LL.*) was to prepare Rules and Regulations, which

*** LL.**

Extract from the Law of the United States, passed 7th February, 1815.

SECT. 2. *Be it enacted, &c.* That the said Board of Commissioners, by and with the consent of the Secretary of the Navy, be, and are hereby authorized to prepare such Rules and Regulations as shall be necessary for securing an uniformity in the several classes of vessels and their equipments, and for repairing and refitting them, and for securing responsibility in the subordinate officers and agents; which Regulations, when approved by the President of the United States, shall be respected and obeyed until altered and revoked by the same authority: and the said Rules and Regulations, thus prepared and approved, shall be laid before Congress at their next session.

must be *approved* by the President, and which Rules and Regulations, when thus prepared and approved, shall be laid before Congress at their next session. For what purpose lay them before Congress? That, by its approval and sanction, these Rules and Regulations may have the force and effect of laws, there being no authority in this Government competent to enact laws except the Congress of the United States. It is believed that until this day Congress have not finally acted on these Rules and Regulations.

Mr. Binney, then, having violated no *laws* in forming his copartnership in 1816, nor even the Rules and Regulations for the Government of the Navy, which were not approved by the President until September, 1817, and not published until 1818, did, nevertheless, so far "respect and obey" these Rules and Regulations, as to close up all his copartnership connections in business as soon as he possibly could do it after the publication in 1818; and what more could be required or expected from him, or any other man, under similar circumstances?

Mr. J. N. Howe, in his first deposition, (page 20) having stated that the Government agreed to advance him \$15,000 in the year 1815, on account of a contract which Mr. Binney had been instrumental in obtaining; and that for these services Mr. Binney had claimed and received a compensation of about \$1000; and Mr. Binney, in his explanation of this allegation of Mr. Howe, having stated (as on pages 85 and 86) that the advance of \$15,000 alluded to was from his own funds, and for which he was entitled to receive, and did claim a compensation, amounting to \$919 as interest;—Mr. Binney's statement, being so wholly contradictory of Mr. Howe's, is corroborated by the letters MM. and NN. ;* and thus is Mr. Howe proved to be incorrect on this point.

* MM.

Boston, August 3, 1822.

SIR,

JOSEPH N. HOWE having deposed before the Commissioners appointed to investigate my official conduct, pursuant to the complaint of Lieut. Abbot and others, that in the year 1815 I had been authorized or directed to advance to him the sum of fifteen thousand dollars upon a contract which he had made with the Se-

There having been some uncertainty as to the precise time when Mr. Howe received into his walk the twenty tons of hemp purchased of Ray & Gray; and Mr. Binney having, in his explanation to Mr. Howe's third deposition, asserted, (as on page 231) that it was not until after the 9th of July; the

cretary of the Navy for a quantity of cordage; I wish to be informed whether such authority was or was not given to me during the years 1815 or 1816. This, I presume, can be ascertained in two minutes by a reference to the letters from the Department to me during those years.

With great respect,

I am

Your obedient servant,

AMOS BINNEY.

Hon. SMITH THOMPSON, }
Secretary of the Navy. }

NN.

Navy Department, August 10, 1822.

SIR,

SINCE the receipt of your letter of the 3d instant, requesting to be informed, whether you had been authorized or directed in the years 1815 or 1816 to advance to Joseph N. Howe, Esq. the sum of fifteen thousand dollars; the records and files of this Department—of the Navy Commissioners' Office—of the Offices of the late Accountant of the Navy, and the Fourth Auditor of the Treasury, have been carefully examined; and it does not appear, that any authority was given to you, during either of those years, to make any advance of money to Mr. Joseph N. Howe.

I am, very respectfully,

Sir,

Your most obedient servant,

(By order of the Secretary of the Navy.)

BENJAMIN HOMANS.

AMOS BINNEY, Esq. }
Navy Agent, Boston. }

deposition of Otis Claflin (marked OO.*) is given as corroboration; and thus is Mr. Howe proved to have been incorrect on this point also.

Mr. Abbot, in his letter to the Secretary of the Navy, dated March 29th, 1822, (See page 179.) having asked for a copy of an interest account, which Mr. Binney settled with the Treasury Department in 1819; and in his letter to Capt. Morris and George Blake, Esq. dated 26th April, 1822, (See page 186.) confidently believes the said interest account to be an improper transaction on the part of Mr. Binney; and Mr. Abbot, or some other person, actuated by similar motives, having propagated, amongst others, the calumny that he had claimed and received interest, which he had never paid; he has annexed the certificate of Charles Harris, formerly discount clerk at the State Bank, (PP.†) shewing

* OO.

I DO CERTIFY, that I trucked from a store in Cambridgeport to Joseph N. Howe's ropewalk the following quantity of hemp, and at the dates specified:

1815.									
June	27th,	-	-	-	2 loads	-	about	-	4 tons.
	28	-	-	-	1 "	-	"	-	2 "
	30	-	-	-	1 "	-	"	-	2 "
July	5	-	-	-	1 "	-	"	-	2 "
	6	-	-	-	1 "	-	"	-	2 "
	10	-	-	-	4 "	-	"	-	8 "
									20 tons.

Not received payment—But this account is correct.

OTIS CLAFLIN.

SUFFOLK, ss.—Boston, *August 26, 1822.* Then Otis Claflin made oath that the above account is just and true,

Before me,

STEPHEN GORHAM, *Justice of the Peace.*

† PP.

Boston, 12th *Sept.* 1815.—This is to certify, That Amos Binney, Esq. has paid into the State Bank, two thousand seven hundred and eighty-eight dollars and seventy-seven cents, being the amount of interest on loans to him since August 15, 1812.

CHARLES HARRIS,

Discount Department, State Bank.

that, from August, 1812, to September, 1815, three years and one month, he paid, to one bank only, \$2,788:77. The amount which was paid to other banks and to individuals, he has not now the means of accurately shewing. To the Hon. William Gray, Mr. Binney always acknowledged himself under great obligations for his many acts of kindness and assistance during the war, by which assistance he was many times enabled to furnish money and supplies; and without which the operations of the naval service must have been stopped several times. The letter (marked QQ.*) to Mr. Gray, and his answer (RR.†) shew the kind and extent of the

* QQ.

Boston, August 23, 1822.

SIR,

THE late investigation of my official conduct during the last ten years has, on several occasions, drawn from me certain statements of facts relative to the manner in which I obtained funds during the late war to enable me to furnish supplies to the Navy Department. I have stated, that you had loaned me money on all occasions when I asked it of you; and frequently to a very large amount—sometimes as much as thirty or forty thousand dollars at a time, on my own name, as an Agent of the Government. It has been recently asserted by my enemies, that these statements were false; that you had never loaned me any money for the purposes stated; and that, moreover, you had no confidence in me as a public agent.

Would you oblige me so much as to give me the means to refute my slanderers in regard of these matters; and confer another obligation on

Your obedient servant,

AMOS BINNEY,

Hon. WILLIAM GRAY, }
Boston.

† RR.

Boston, August 24, 1822.

Col. Binney,

I HAVE received your letter of yesterday, asking of me if I recollected loaning money to you, while you filled the office of Navy Agent, during the war. I well recollect, that I had such confidence in your probity, and so much in the Government of the United States, that I frequently loaned to you large sums of money;

accommodations received from him. That Mr. Binney received extensive accommodations by loans of money on interest from other individuals, during the same period, is well known by all who did business with him at the time.

Mr. Binney now publishes the report and opinion of George Blake, Esq. dated June 1, 1822, and that of Capt. Morris, received from the Navy Department on the 1st of September, 1822, in answer to his verbal application on the 16th May.

Boston, June 1, 1822.

SIR,

UNTIL the receipt of your letter of 17th ult. addressed to Capt. Morris and myself, which, owing to my absence from home, reached me but a few days since, I had supposed, from the tenor of your former instructions to me, in regard to the late supplementary inquiry into the transactions of the Navy Agent, nothing more was expected from my agency than that I should assist at the interrogation of the witnesses, and in making to you a full report of their testimony.

Having, however, been informed by Capt. Morris, that he had been requested, in addition to such a Report, to state to you his opinion upon the evidence; I handed over to him, at the time of his leaving Boston, three or four weeks ago, all the original depositions and papers relating to the case, which were in my possession.

These papers I have never since seen; nor, indeed, have I ever had an opportunity, since I was employed in taking down the testimony, to examine and compare it with such a degree of exactness as to be enabled now, in the absence of the documents and vouchers on either side, to form a precise estimate of its weight and bearing in reference to the several matters of accusation against Mr. Binney.

I have, however, since the receipt of your letter requesting my opinion upon the facts in the case, looked over, with strict attention, the very full notes I had taken, in the course of the proceedings, from first to last: And, with such means of forming an opinion, assisted, moreover, by a pretty distinct recollection, independently of those means, of all the principal facts and circumstances that were developed before the Commissioners; I would take the liberty to re-

and indeed, I had such confidence in the ability and solidity of this Government, and so strong a desire to promote the Navy, that you had almost unbounded credit with

Your humble servant,

WILLIAM GRAY.

mark, in general terms, that the aspect of the case, as it stood upon the whole evidence at the close of the investigation by Capt Morris and myself, has not appeared to me as differing from what it was at the time I had the honour to address you upon the subject, in conjunction with Capt. Porter.

I have the honour to be,

Sir,

With the highest respect and consideration,

Your most obedient,

GEORGE BLAKE.

Hon. SMITH THOMPSON, }
Secretary of the Navy. }

Extract of a Letter from the Navy Department, dated 27th August, 1822.

SIR,

AGREEABLY to your request, I send you a copy of the Report made by Capt. Charles Morris.

I am,

Very respectfully,

Your obedient servant,

(For the Secretary of the Navy)

BENJAMIN HOMANS.

AMOS BINNEY, Esq. }
Navy Agent, Boston. }

Navy Department, August 10, 1822.

SIR,

IN compliance with your request, you have herewith returned your letter of the 25th of May last; and in answer to your inquiry as to the parts of the testimony in relation to Mr. Binney's affairs, upon which your opinion was requested, I have to state, that it was not my intention to impose upon you the trouble of examining any of the testimony not taken before you. The testimony taken previous to your entering upon the examination had been returned to the Department, with the opinion of the gentlemen engaged in taking it.

If my former letter to you will admit of the construction you suggest, I have no objection to your confining your opinion to the testimony taken by Mr. Blake and yourself. Although I should be

pleased with having your opinion on the whole case, I do not wish to impose upon you the burthen of examining the voluminous testimony that has been taken.

I am, respectfully, &c.

SMITH THOMPSON.

Capt. CHARLES MORRIS.

Boston, August 22, 1822.

SIR,

YOUR letter of the 10th instant was received yesterday ; and I have now the honour to forward my opinion upon the depositions, which were taken by Mr. Blake and myself, in relation to the conduct of Mr. Binney, as Navy Agent.

The transaction referred to by Josiah Siders was, upon general principles, in my opinion, incorrect ; but there is no proof that any fraud was practised, or intended against the United States, by Mr. Binney in the transaction. 2012
cf

It appears by the depositions of Messrs. Ellis, Goddard, and Burditt, and the extract from the books of the Fourth Auditor of the Treasury, that certain articles furnished the United States by one Samuel Clark, have been considerably overcharged, and that bills for the same have been paid. Mr. Binney asserts, that he had no personal knowledge of these transactions ; that the articles were not procured through him, by regular requisitions ; and that the bills were paid during his absence. 222

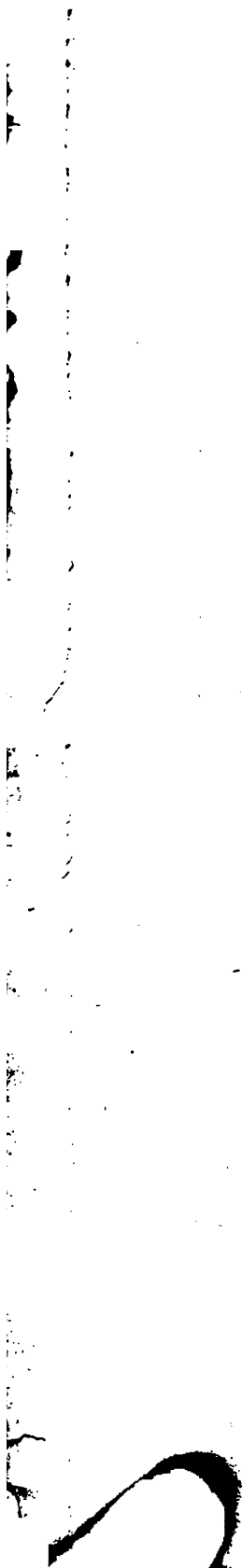
Considering all the depositions of Mr. J. N. Howe in connection with each other, and with the depositions of Messrs. Gray and Sargent, the explanations of Mr. Binney, and the documentary evidence produced by him, I am of opinion, that the acts of impropriety charged upon Mr. Binney in Mr. Howe's depositions, are not substantiated in a manner to warrant a belief of Mr. Binney's guilt.

And I am further of opinion, that neither the integrity of Mr. Binney, nor the correctness of his official conduct, are impeached by the testimony of Messrs. Palmer, Tolman, Fairbanks, Silsby, Ballard, Dean, Clark, Parmenter, or Ware.

With much respect, &c. &c.

C. MORRIS.

Hon. Secretary of the Navy, }
Washington. }



INDEX.

A.		PAGE.
ABBOT, JOEL,	1st Complaint to Secretary about Copper, &c. 4th Oct. 1821,	1
	2d " " General, 11th Jan. 1822,	2
	3d " " Specific, 19th Jan. 1822,	10
	Letter to Dr. Trevett, containing new Charges, 19th	
	January, 1822,	ib.
	Letter to the Secretary, asking for all Binney's Papers,	
	29th March, 1822,	179
	Letter to the Secretary, asking for Clark's Bills, &c.	
	2d April, 1822,	181
	Letter to Commissioners, when notified to close the Ex-	
	amination, 26th April, 1822,	185
Adams, Daniel,	Deposition No. 34, Purchase of a Pew, p. 117. Exp. to same,	142
Andrews, John,	" 41, Copartnership, 132. Exp. "	144

B.		
Binney's Explanations and Documentary Evidence to first (16) Depo.	44 to	89
	second (30) "	135 to 145
	third (18) "	221 to 234
Connecting Remarks, pages 16, 43, 89, 174, 178, 179, 181, 187,	220, 241	
Circulars to Mechanics and others for Contracts,	145 to 148	
Letters to the Secretary of the Navy about Funds, &c.	149 to 173	
Letter to Commissioners Morris and Blake, declining to furnish		
Lieut. Abbot Papers, 26th March, 1822,	178	
Letter to Secretary of the Navy for reappointment, 23d Jan. 1821,	242	
Brazer, John, Depo. No. 6, Addition to Bills, p. 26. Exp. to same,	63	
Bradford, Wm. B. " 17, Deduction on Bills, 100. Exp. "	136	
Barker, Loring, " 20, Deduction on Bills, 104. Exp. "	139	
Bates, George, " 24, Deduction on Bills, 31. Exp. "	74	
John A. " 40, Copartnerships, 131. Exp. "	144	
Barker, Josiah, " 45, Pay Rolls, 40. Exp. "	76	
Ballard, Daniel, " 50, Freights, 196. Exp. "	222	
Burditt, James W. " 60, Price of Paper, 216. Exp. "	225	

C.		
Commissioners, Porter and Blake, to Binney—five Cases to be explained—		
13th February, 1822,	42	
Report to Secretary of Navy, 26th		
February, 1822,	176	
Morris and Blake, to Binney—want Papers for Abbot, 25th		
March,	178	
Letter to Secretary—Proceedings to close		
9th April, 1822,	183	

	PAGE.
Commissioners, Morris and Blake, Letter to Abbot—Notice to close—26th April, 1822,	185
George Blake, Report to Secretary, 1st June, 1822,	253
Charles Morris, 22d Aug. 1822,	255
Cnshman, Elkanah, Depo. No. 5, Addition to Bills, p. 23.	Exp. to same, 58
Curtis, Reuben, ,, 13, Deduction on Bills, 95.	Exp. ,, 135
Cushing, Nathaniel, ,, 15, Deduction on Bill, 97.	Exp. ,, ib.
Clark, James, ,, 19, Deduction on Bills, 103.	Exp. ,, 138
Cotton, Joseph, Jr. ,, 32, Purchase Pews, 113.	Exp. ,, 142
Chapman, Henry, ,, 43, Copartnership, 36.	Exp. ,, 75
Clark, John, ,, 52, Purchase Pews, 200.	Exp. ,, 221
Clafin, Otis, Deposition about trucking Hemp to Howe's Ropewalk,	251

D.

Dommett, Geo. Depo. No. 21, Deduction on Bills, p. 105.	Exp. to same, 140
Davis, James, ,, 31, Purchase Pews, 33.	Exp. ,, 142
Dean, Thomas, ,, 51, Due Bills, 198.	Exp. ,, 222
Dyer, John D. ,, 65, Purchase Pews, 235.	Exp. 142 & 221

E.

Explanations and Documentary Evidence of Mr. Binney, . . .	44, 135 & 221
Eddy, Caleb, Depo. No. 2, Addition to Bills, p. 17.	Exp. to same, 44
Ellis, Luther, ,, 58, Price of Nails, 214.	Exp. ,, 225

F.

Fitch, Jeremiah, Depo. No. 8, Deduction on Bills, p. 29.	Exp. to same, 72
Freeman, Nath. ,, 10, Addition to Bills, 30.	Exp. ,, 74
Fairbanks, Gerry, ,, 22, Glazed Hats, 106.	Exp. ,, 140
2d ,, 48, ,, 195.	Exp. ,, 222
Fuller, John, ,, 33, Purchase Pews, 115.	Exp. ,, 142

G.

Green, Andrew, Depo. No. 1, Bunting, p. 16.	Exp. to same, 44
Gray, Samuel C. ,, 56, Hemp, 209.	Exp. 228 & 232
Goddard Joseph, ,, 59, Price Nails, 215.	Exp. ,, 225

H.

Howe, Joseph N. Depo. No. 3, Deep Sea Lines, p. 19.	Exp. to same, 79
———— Copartnership, 19.	Exp. ,, 87
———— Deduction on Bills, 20.	Exp. ,, 80
———— Sale of Hemp, 20.	Exp. ,, 50
2d Dep. No. 46, Sale of Hemp, 133.	Exp. ,, 227
3d Dep. No. 54, Sale of Hemp, 204.	Exp. ,, ib.
4th Dep. No. 63, Interest, &c. &c. 219.	Exp. ,, 232
Abram. F. Dep. No. 4, Gin Story, 21.	Exp. ,, 58
Robert, ,, 11, Deduction on Bills, 92.	Exp. ,, 135
Thomas, ,, 12, Deduction on Bills, 94.	Exp. ,, ib.
Homes, Barzillai, ,, 9, Deduction on Bills, 91.	Exp. ,, 72
Hyde, Ezra, ,, 16, Deduction on Bills, 99.	Exp. ,, 135
2d Dep. 62, Deductions, 218.	Exp. ,, 224
Hallett, George, ,, 26, Addition to Bill, 107.	Exp. ,, 141
Harris, Charles, Certificate—Interest Paid,	251

J.

Josselyn, Charles, Depo. No. 14, Deduction on Bills, p. 97.	Exp. to same, 135
Jenney, Isaac, ,, 25, Addition to Bills, 33.	Exp. ,, 75

K.			PAGE.
Kendall, Tho. B. Depo. No. 27, Addition to Bills,	p. 108.	Exp. to same,	141
Keating, Wm. ,, 44, Pay Rolls,	38.	Exp. ,,	77

L.			
Lillie, Thomas, Depo. No. 29, Sale of Houses,	p. 110.	Exp. to same,	142
Lawrence, Amos, ,, 35, Copartnership,	120.	Exp. ,,	144
Ludlow, Robert C. ,, 37, Copartnership,	123.	Exp. ,,	ib.

P.			
Parmenter, Wm. Depo. No. 39, Copartnerships,	p. 129.	Exp. to same,	145
2d ,, 57, Pay Rolls,	212.	Exp. ,,	224
Palmer, Ezra, ,, 46, Purchase Pews,	188.	Exp. ,,	221

R.			
Rich, Benjamin, Depo. No. 7, Deduction on Bill,	p. 28.	Exp. to same,	67
Rogers, Wm. S. ,, 36, Copartnership,	121.	Exp. ,,	143
Report of Fourth Auditor of the Treasury on Mr. Binney's Accounts, 12th			
Feb. 1821,			243
Commissioners, Porter and Blake, 26th February, 1822,			176
George Blake, 1st June, 1822,			253
Capt. Morris, 22d. Aug. 1822,			255

S.			
Secretary of the Navy to Lieut. Abbot—wants specific Information, 12th			
November, 1821,			1
to Capt. Shaw—wants names of persons, 9th Jan. 1822,			8
to George Blake—Commission to Examine, 26th			
January, 1822,			13
to Capt. Porter—Commission to Examine, 26th			
January, 1822,			14
to Lieut. Abbot—Order to Report to Commissioners,			
26th January, 1822,			15
to Dr. Trevett—to report to Commissioners, &c.			
26th January, 1822,			ib.
to Capt. Morris—Commission to Examine, 9th			
March, 1822,			175
to Mr. Binney, with Report of Commissioners,			
25th March, 1822,			ib.
Explanations, 4th April,			180
to Lieut. Abbot—sends Clark's Bills—asked for 13th			
April, 1822,			182
to Morris and Blake—time to close the Inquiry,			
17th April, 1822,			184
to Mr. Binney—Notice that his Commission			
had expired—18th Jan 1822,			242
to 4th Auditor, about Mr. Binney's Accounts,			
12th Feb. 1821,			243
to Naval Committee of the Senate, 12th Feb. 1821,			244
to Mr. Binney—no Authority for \$15000 to Mr.			
Joseph N. Howe, August 10, 1822,			250
to Capt Morris—wants his Opinion, 10th Aug. 1822,			254
Shaw, Capt. John, to the Secretary of the Navy—Complaint and Charges,			
14th January, 1822,			8
to the Secretary of the Navy—Complaints and Charges,			
25th January, 1822,			9

					PAGE.
Scott, Isaac,	Depo. No. 18,	Deductions on Bills,	p. 102.	Exp. to same,	138
Silsby, Enoch,	"	23, Hats,	239.	Exp. "	140
	2d "	49, Hats,	240.	Exp. "	222
Siders, Josiah,	"	53, Addition to Bill,	202.	Exp. "	223
Sargent, James,	"	55, Hemp,	209.	Exp. "	228

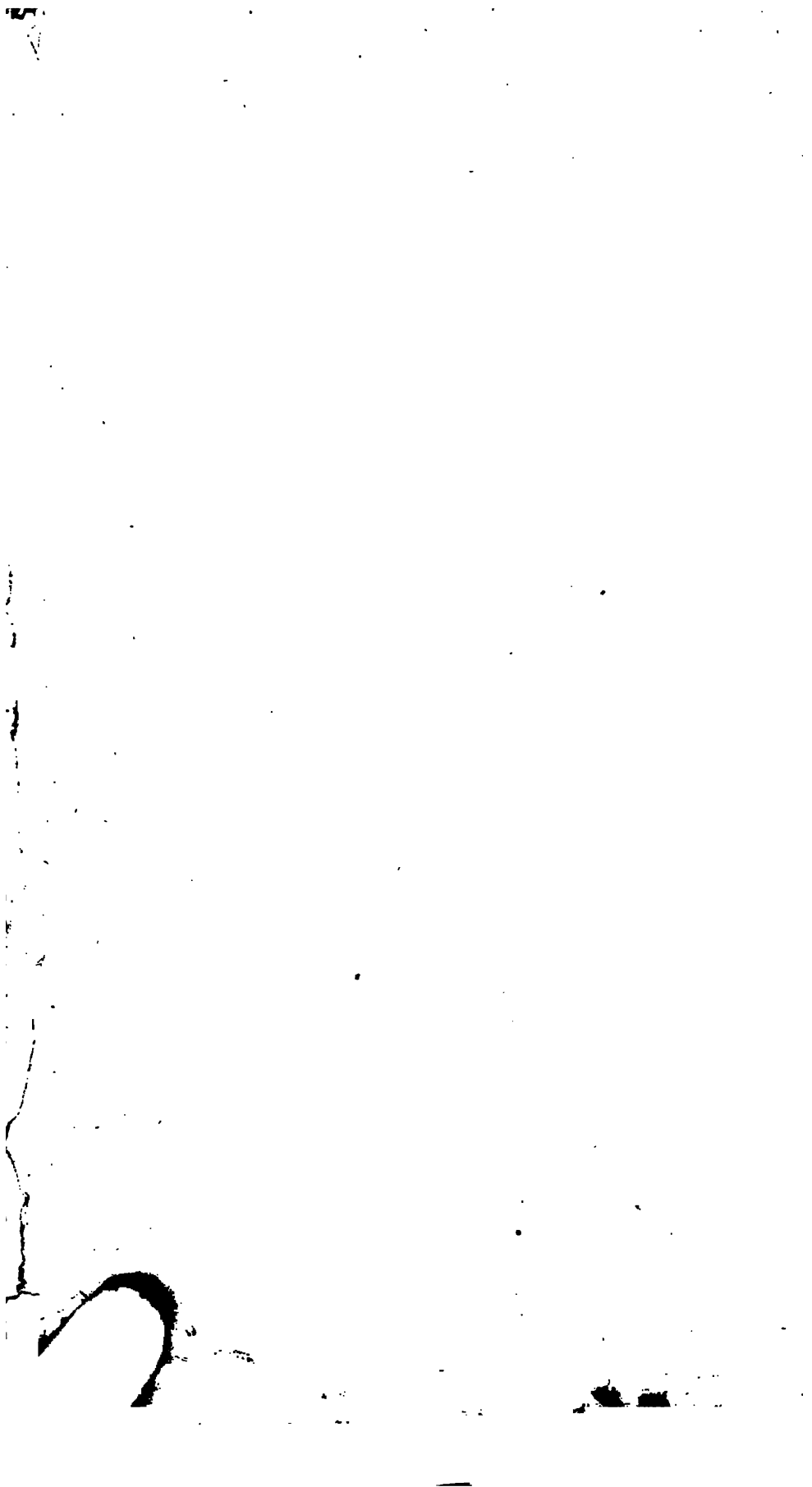
T.

Trevett, Samuel R. Dr.—Complaint to Secretary against Binney and Hull,					
	22d January, 1822,				11
		Memorandum of Charges delivered	Capt. Porter,		12
Tapley, John,	Depo. No. 42,	Deduction on Bills,	p. 35.	Exp. to same,	70
Tolman, Henry,	"	47, Purchase of Pew,	192.	Exp. "	221

W.

Weld, James,	Depo. No. 28,	Sale of Houses,	p. 108.	Exp. "	142
Willard, Levi,	"	30, Sale of Houses,	112.	Exp. "	ib.
Winchester, Edm.	"	38, Copartnership,	127.	Exp. "	144
Ware, Charles,	"	61, Addition to Bills,	217.	Exp. "	224
Wade, John,	"	64, Purchase of Pew,	237.	Exp. "	221















THE BORROWER WILL BE
AN OVERDUE FEE IF THIS BOOK
IS RETURNED TO THE LIBRARY



3 2044 017 925 447

1007/10

MS
RECEIVED
DEC 1 1972
4.2

